



City of Wichita Falls City Council Agenda

Glenn Barham, Mayor
Michael Smith, At Large
Stephen Santellana, District 1
DeAndra Chenault, District 2
Brian Hooker, District 3
Tim Ingle, District 4
Tom Quintero, District 5



Darron Leiker, City Manager
Kinley Heggland, City Attorney
Tracy Norr, City Clerk

Notice Of Regular Meeting Of The Mayor And City Council Of The City Of Wichita Falls, Texas, To Be Held In The City Council Chambers, Memorial Auditorium, 1300 Seventh Street, Tuesday, March 1, 2016 Beginning At 8:30 A.M.

Item

1. Call to Order
2.
 - (a) Invocation: Jerry Royal, Executive Pastor
First Baptist Church
 - (b) Pledge of Allegiance
3. Presentations
 - (a) Employee of the Month, Fire Dept. – Jody Ashlock
 - (b) Proclamation - National Nutrition Month, Wichita Falls – Wichita County Public Health District
4. Comments from the public to members of the city council concerning items that are not on the city council agenda. People wishing to address the council should sign up prior to the meeting commencing. A five minute time frame will be adhered to for those addressing their concerns.

CONSENT AGENDA

5. Approval of minutes of the February 20, 2016 Regular Meeting of the Mayor and City Council.
6. Receive Minutes
 - (a) Landmark Commission, November 24, 2015
 - (b) Planning & Zoning Commission, January 13, 2016

7. Resolutions
 - (a) Resolution authorizing award of bid for the purchase of one 15 cubic yard dump truck to Bruckner Truck Sales, Inc. in the amount of \$124,799.00
 - (b) Resolution awarding bid for demolition, clearing and cleaning of 25 properties to Chad & Brandi, Inc. dba Wilson Contracting in the amount of \$95,551.00

REGULAR AGENDA

8. Public hearing regarding an amendment to Ordinance No. 24-92 rezoning 134.73 acres of the Canyon Trails Planned Unit Development (PUD) to allow single-family detached zero lot line and single-family residential on lots 106 Canyon Trails Sec One and 107-A Canyon Trails Sec One (the two parcels which front Seymour Highway – Tract B); require design elements for all homes on Tract B; and removal of all commercial/non-residential uses previously allowed throughout the current PUD
9. Ordinances
 - (a) Ordinance amending Ordinance No. 24-92 rezoning 134.73 acres of the Canyon Trails Planned Unit Development (PUD) to allow single-family detached zero lot line and single-family residential on lots 106 Canyon Trails Sec One and 107-A Canyon Trails Sec One (the two parcels which front Seymour Highway – Tract B); require design elements for all homes on Tract B; and removal of all commercial/non-residential uses previously allowed throughout the current PUD
 - (b) Ordinance making an Appropriation from Wichita Falls Regional Airport Equity Funds in the amount of \$77,000 for the purpose of purchasing ground handling equipment and restaurant furniture for the FY 2016 Budget Year
 - (c) Ordinance Deleting Division 2 of Article III of Chapter 2 of the Code of Ordinances, entitled Arts Commission, in its Entirety; Reserving Sections 2-126 – 2-131
10. Resolutions
 - (a) Resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Wichita Falls and the Wichita Falls Alliance for Arts and Culture to oversee grant allocations through Hotel Occupancy Tax funding
 - (b) Resolution authorizing award of bid for the purchase of two 1-ton service trucks with L-21 winches from the low bidder, Wichita Falls Ford-Lincoln, Inc., in the amount of \$74,334.94; and award of bid for the purchase of

one 1-ton service truck with a 2700AR winch from the low bidder, Pruitt Ford, LLC in the amount of \$43,707.95; or to the local bidder Wichita Falls Ford-Lincoln, Inc., in the amount of \$43,877.47

- (c) Resolution awarding bid and contract for the 2016 Asphalt Street Rehabilitation Project to Freeman Paving, L.L.C. in the amount of \$1,455,927.88
 - (d) Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$463,000 for the GuideIT Project
 - (e) Resolution authorizing the execution of a Memorandum of Agreement between the City of Wichita Falls and the North Central Texas Medical Foundation, for the provision of medical services to the Wichita Falls-Wichita County Public Health District
 - (f) Resolution authorizing the purchase 64 computer workstations from Technology Assets, LLC dba Global Assets and 64 Microsoft Office Licenses from SHI/Government Solutions, Inc. in the amount of \$63,844.00
11. Other Council Matters
- (a) Staff Reports
 - (b) Items of concern to members of the City Council
12. Executive Sessions
- (a) Executive Session in accordance with Texas Government Code §551.071, consultation with attorney on matter involving pending or contemplated litigation or other matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act.
13. Adjourn

Wheelchair or handicapped accessibility to the meeting is possible by using the handicapped parking spaces and ramp located off the east parking lot on the 6th Street entrance nearest the Council chambers. There are additional handicapped parking spaces and ramp on 7th Street at the main building entrance. Spanish language interpreters, deaf interpreters, Braille copies or any other special needs will be provided to any person requesting a special service with at least 24 hours notice. Please call the City Clerk's Office at 761-7409. Wireless Listening System devices are available at the City Manager's reception area or you may call 761-7404 for inquiries.

Every item on this agenda shall be considered a public hearing. Regardless of the agenda heading under which any item is listed, any word or phrase of any item listed on this agenda shall be considered a subject for consideration for purposes of the Texas Open Meetings Act and other relevant law, and City Council may deliberate and vote upon any such subject and resolutions related thereto. Resolutions, ordinances, and other actions concerning any word, phrase, or other subject may be voted upon, regardless of any language of limitation found in this agenda or any document referring to such action. Any penal ordinance, development regulation or charter provision of the City of Wichita Falls or item which is funded by the current or next proposed City of Wichita Falls budget, including, without limitation, any street, water pipe, sewer, drainage structure, department, employee, contract or real property interest of the City of Wichita Falls, may be discussed and deliberated, and the subject is hereby defined as such without further notice. Any item on this agenda may be discussed in executive session if authorized by Texas law regardless of whether any item is listed under "Executive Sessions" of this agenda, regardless of any past or current practice of the City Council. Executive sessions described generally hereunder may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice. Executive sessions described generally hereunder are closed meetings, may include consideration of any item otherwise listed on the agenda plus any subject specified in the executive session notice, and may include items under Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.084, and/or 551.087.

CERTIFICATION

I certify that the above notice of meeting was posted on the bulletin board at Memorial Auditorium, Wichita Falls, Texas on the _____ day of _____, 2016 at _____ o'clock (a.m.)(p.m.).

City Clerk

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Employee of the Month

INITIATING DEPT: Fire

COMMENTARY: Presentation of the Employee of the Month Award (plaque, letter of appreciation, dinner for two and check for \$100) to Jody Ashlock.

☒ Director of Human Resources

ASSOCIATED INFORMATION: Narrative

☐ Budget Office Review:

☒ City Attorney Review:

☒ City Manager Approval

Employee of the Month March, 2016

NAME: Jody Ashlock
DEPARTMENT: Fire
HIRED: January 30, 2002
PRESENT POSITION: Asst. Fire Marshal

NARRATIVE: We are proud to announce the selection of Asst. Fire Marshal Jody Ashlock as Employee of the Month for March 2016.

Jody began his career with the Fire Department in January of 2002 as a new firefighter, and was promoted to Fire Equipment Operator in June of 2011. In October 2014, Jody transferred to the Fire Prevention and Education Division where he currently serves as Assistant Fire Marshal. Since transferring into the Fire Marshal's Division, Jody has become certified as a Fire Inspector I & II as well as Plans Examiner. In addition, he has received certification as a Fire Investigator through the Texas Commission on Fire Protection. In May, Jody will receive his license as Texas Certified Peace Officer. Jody has proven to be a valuable asset to not only the Fire Department, but the citizens of this community as well, through his commitment to Fire Education/Prevention, code enforcement and fire investigations.

Jody is actively engaged in several committees in the department, and his guidance and expertise are invaluable, and exemplify his ever-present drive for the best for not only the Fire Department, but also for the City of Wichita Falls. This type of dedication and devotion is what makes him a team player.

FAMILY: Married to Cindy for 21 years, with two children and four grandchildren.

HOBBIES: Scuba Diving, Hunting, Fishing, and Family

ENDING: In closing, we are proud to announce Asst. Fire Marshal Jody Ashlock as the Employee of the Month. We feel his steadfast dedication and hard work is what makes him not only a great employee, but a true asset to the City of Wichita Falls.

MINUTES LANDMARK COMMISSION

November 24, 2015

MEMBERS PRESENT:

Stacie Flood, Chairperson
Kevin Bazner
Michele Derr
Andy Lee
Cindy Ramirez
Michael Smith

■ Members
■
■
■
■
■ Council Liasion

Karen Montgomery-Gagné, Planning Administrator
Matthew S. Prouty, Planner II
Amy Krikorian, Municipal Court Prosecutor

■ Staff
■
■

ABSENT:

Cindy Cotton
Michael Koen
Jackie Lebow
Position vacant

■ Member
■
■
■ P&Z Liaison

I. Call to Order, Introductions

Chairperson Flood called the meeting to order at 12:15 p.m. The commission and staff introduced themselves. Guests introduced themselves; home owner of 1705 Tilden Ishmael Cook along with contractor Nick Hurd. Property owner of 616 7th Street the Toodles Building Mrs. Marie Westerman, Syd Litteken architect, Mrs. Carolyn Looney representative and resident from the West Floral Heights Neighborhood Association and Kristen Brown Certified Local Government Coordinator of the Texas Historical Commission.

II. Review & Approval of Minutes from October 27, 2015

Chairperson Flood called for review and approval of minutes from the October 27, 2015 Landmark Commission meeting. Mr. Kevin Bazner made a motion to approve the minutes from the October 27 meeting. Ms. Michelle Derr seconded. The commission voted on the motion; motion passed unanimously.

III. Application for Design Review – 1705 Tilden – West Floral Heights Historic District- Construction of a new metal 20 x 20 carport in the rear yard.

Matthew Prouty presented the project and stated the applicant would like to construct a new metal 20 x 20 ft carport in the rear yard at 1705 Tilden. The applicants Nick Hurd contractor and home owner Ishmael Cook were present to answer any questions from the commission.

Councilor Smith asked for clarification about how the driveway was accessed and orientated to the street. Mr. Prouty provided visual reference of how the property was laid out and that the driveway sits in between Mr. Cook's home and his neighbors to the north. Site photos were presented to show context and visibility from the public right of way and Mr. Hurd will paint the carport to match the existing home's color. Mr. Prouty asked if rain gutters would be provided to direct rain water from the neighbor's property and structures as shown on previously viewed work examples. Mr. Hurd stated that rain gutters would be provided.

Mrs. Ramirez made a motion to accept the application as submitted, Mrs. Derr seconded the motion. The motion passed unanimously.

IV. Application for Design review 600 7th Street – “Behind the Front Door” Historic Name - White Elephant Saloon – Depot Square Historic District. Request to install new entry canopy and repair broken glass.

Matthew Prouty presented the project located at 7th/Ohio streets that included a request to install a new burgundy self-supporting canvas awning (no poles) at the front entrance to the building and replacement of cracked storefront glass along 7th street.

Andy Lee expressed issues with allowing any canvas awning material in the Depot Square Historic District that does not have historic proof of having a canvas awning. Mrs. Derr pointed out that the Holt had historically accurate canvas awnings as an example. Mr. Lee was concerned about establishing a precedent that allowed the proliferation of canvas awnings in the Depot Square District and his concern was for uniformity with continued renovations ongoing in the district. It was also mentioned that work on the building was performed last year without Landmark Commission approval.

Architect Syd Litteken spoke regarding awnings located within the central business district and more specifically the Depot Square Historic District. He referenced the awning at the Toodles Building at 616 7th street where he was the architect during the restoration. He stated that the awning was restored to original but it now looks as if it was let go and not repaired. Mr. Litteken made a recommendation that a new ordinance be considered with design standards for awnings in downtown including the historic district that awnings be constructed out of non-destructible materials that can hold-up to the wind design loads that are present in Wichita Falls. He also expressed concern regarding consistency in awnings downtown and the many issues that come up without design standards. Color was not an issue.

Michele Derr commented that the canvas awnings on the Holt were 10 years old and need replacement. The cost estimate submitted along with the application specified that canvas to be with a 10 year life expectancy. Stacie Flood called attention to the historical design standards on *page 55: 5. Canopies and Awnings e. Do not add a new canopy, awning, porch, balcony, or deck to the main façade where one never existed; and page 70: 7. Non-Contributing Buildings b. The structure, support and detailing of the canopy or awning shall correspond to the building form and architectural style of the new building in a way that responds to historical trends.*

The commission held further discussion regarding design standards of canopies and non-contributing buildings. Mrs. Derr was concerned about the proposed awning design not

being similar to existing awnings found in close proximity. Mr. Lee stated the historical precedent established for the era were wider canopies that were narrow in thickness and flat and that the proposed canvas awning was too shallow and did not match the historical style of nearby building's. Mr. Lee stated that this will boil down to commission member's interpretation of the standards. Council Liaison Michael Smith stated that he would have preferred the proposed canopy resemble the historic canopy that existed when the building was the old White Elephant Saloon.

THC CLG Coordinator Kristen Brown made some suggestions to the commission regarding interpretation. First the commission determine proper application of the preservation ordinance and design guidelines which it has done. Second, determine if mid-century buildings in the district have an historical precedent for awnings that fit the era of this building's construction the in 1960's. If a precedent exists for canvas then decide if this is appropriate or not. Stacie Flood added that generally providing historical background information and research was provided by the applicants in their design review application.

Mr. Prouty asked if the original entry was recessed and if the original building entry was in filled. The application stated the request to install a new awning was to protect and prevent water from entering the building because it appeared to have been added or modified since 1960. Kirsten Brown from Texas Historical Commission cautioned that the commission may establish a precedent by approving this application, and made a recommendation that the applicant research and provide an appropriate awning treatment for a mid-century building. Mr. Lee suggested that the applicant should research historical photos including the photos that the planning department at the City of Wichita Falls has from 1982 when the Depot district was created.

Mr. Lee made a motion to disapprove the application as submitted to install the new canvas awning. Mr. Lee also made a motion to approve the request to replace the broken storefront glass along 7th Street. Mrs. Derr seconded the two motions. The first motion to install a new canvas awning was unanimously denied and the second motion to replace broken storefront glass passed unanimously. Council Liaison Smith added that the commission should encourage replacement of all broken storefront glass, and clarification was requested of each motion from Amy Krikorian from the city's legal department to be included in the applicant's letter.

V. Application for Design review 616 7th Street – “O.B. Dress Shop” Historic Name Toodles Building – Depot Square Historic District. Request for emergency repairs of exterior masonry façade and front entry canopy.

Matthew Prouty presented the project that was first brought to the attention of the Building Inspection and Planning Departments on November 13, 2015. Planning staff made an emergency field visit to document the existing conditions as found on site. The masonry façade was pulling off the building thus buckling the entry canopy over the public right-away. The building and façade were restored in 1995 and was showing signs of stress and impending failure. In 1995 a 20 year façade easement agreement was recorded to ensure that the façade would be maintained and not altered in any way through repairs or maintenance. The city's legal department was consulted regarding the façade easement and the city interest was in saving the façade and the building rather than saving the awning.

Mr. Bobby Teague, Chief Building Official, recommended that an engineer be hired and a full structural analysis and report be created to identify all issues related to or causing the façade and canopy to fail. Property owner Marie Westerman hired Gary Oatman, engineer to draft a structural engineering report on November 17th outlining recommendations for temporary shoring and repairs. This report was provided in the Landmark package for this month.

Mr. Lee questioned Mrs. Westerman about why she would prefer to remove or replace the awning. She stated that she would like to remove and replace with a lighter canvas awning. She believed that the awning was causing the wall to fail. The engineers report stated that the failing brick was placing additional load onto the awning and that shoring should be installed to prevent awning failure while awaiting approval and repairs to be made. She also wanted to let the commission know that the building was leased for a commercial clothing business and that the building inside had a beautiful metal ceiling. She knew that the brick façade needed to be addressed but didn't know what to do with the awning.

One of the photos shown in the presentation depicted a Wichita County Historical Society (WCHS) Award. Chairperson and representative of the WCHS stated there was no record of such award and it needed to be removed. Mr. Lee whom was involved in the original restoration of the subject building stated they had paid for the sign and that the award was awarded in the 1990's.

Mr. Lee brought up the original façade agreement for discussion with regard to the awning. He referenced the Section 106 review process that had both state involvement and city designation and that both he and architect Syd Litteken were involved. Mr. Lee and Litteken both stated the awning was restored to original and believed it should remain.

Mr. Litteken stated that he was sure the awning's structural connections were bolts that go through the exterior façade and attach to a steel beam that is located above the decorative metal ceiling on the interior. Mr. Lee asked if it was easy to fix to awning? Mr. Litteken stated he was unsure as the canopy may be what was holding up the exterior façade. He suggested to bring the canopy back to original and remove the plywood that was water soaked and adding dead weight which was not part of the original restoration. Cindy Ramirez stated that it was her preference to see the original awning left on the building to be restored.

Mr. Litteken was pretty sure without reviewing the engineer's report that water somehow got behind the brick façade. This water penetration would have led to the deterioration of the metal brick ties and grout holding the wall together to the structure of the building. In addition to the front façade the exterior masonry was now exposed on the side of the building and was deteriorating due to exposure to water. Both Andy Lee and Karen Montgomery-Gagné suggested that this would be a great project to apply for 4B downtown incentive grant funds available through the city. Mr. Prouty let the commission know that at this time the owner had not hired a consultant or contractor to provide temporary shoring or repairs.

Mrs. Flood the wanted to clarify that the application outlined information but was not specific regarding repair request and that the commission does not develop repair requests at the time of meeting. Kevin Bazner recommended the commission kick back the application until more details and information can be provided. Mrs. Westerman stated that she did not move forward with hiring a consultant or contactor because she did not know what was allowed based upon the historical designation.

Both Cindy Ramirez and Michele Derr agreed that moving forward the awning was historic and shall remain regardless of what was required to be repaired and restored. Mr. Prouty cited emergency repairs outlined in the engineers report that at a minimum all four corners of the canopy to be shored and measured to shore up the portion of the exterior wall need to be considered and voted by the commission on. The building department has already stated that no permit will be required for shoring but will need to be inspected by a building department official. Mrs. Westerman asked at this point with no consultant/contactor hired; what stages or steps were allowed. Once shoring is be approved and completed the owner along with her consultant/contractor of her choice will need to develop a new work plan and submit another design review application for consideration. The current application does not outline a work plan for repair as Mr. Bazner identified.

Mrs. Flood suggested moving forward and approving temporary shoring and recommend the applicant complete another design review application with a definitive work plan. Kevin Bazner made a motion to approve the application portion related to emergency repairs but deny the portion of the application for removal or replacement of the awning. Cindy Ramirez made a motion to deny the request for replacement or removal of the awning. Andy Lee seconded both motions. The first motion approved emergency shoring and repairs was unanimously approved and the second motion to replace or repair the entry canopy was denied unanimously. Clarification of each motion was requested from Amy Krikorian with the city's legal dept. Primary consideration for approval of temporary shoring life, health and safety reasons. Staff will get approval and denial letters to the applicant based on outlining motion information as soon as possible.

VI. Other Business

a) Monthly report: Depot Square Historic District, West Floral Height and Morningside:

Karen Montgomery-Gagné reported that discussion regarding Morningside will coincide with the CLG training with Kristen Brown (THC). Michele Derr reported on Depot Square activities that the Farmer's Market was nearing completion, the overhead doors are installed and that all lighting would be complete by the following week. The 2015 City Lights parade was a big success.

b) Administrative Review

Mr. Prouty reported on the three staff authorized minor repairs/alterations over the past month.

VII. New Business:

Next Mtg. – Tuesday, January 26, at 12pm

VIII. Adjourn

Meeting adjourned at 1:22 pm The Commission members moved forward with their posted training meeting with Ms. Brown from the Texas Historical Commission.

Stacie Crockett Flood

Stacie Flood, Chairperson

Jan 26, 2016

Date

MINUTES
PLANNING & ZONING COMMISSION

January 13, 2016

PRESENT:

Rodney Martin, Chairperson	◆ Members
Barney Brock, Vice Chairperson	◆
Jerry Beaver	◆
Jeff Browning	◆
Rick Graham	◆
Anthony Inman	◆
Krystal James	◆
Dan Leslie	◆
 Stephen Santellana	 ◆ Council
Liaison	
 Anthony Carlisle	 ◆
Alternate #1	
Jack Browne	◆
Alternate #2	
 James McKechnie, Assist. City Attorney II	 ◆ Legal Dept.
 Karen Gagné, Planning Administrator	 ◆ City Staff
Loren Shapiro, Planner III	◆
Christopher Guess, Planner II	◆
Matthew Prouty, Planner II	◆

ABSENT:

Vacant Position	◆
-----------------	---

I. CALL TO ORDER

The meeting was called to order by acting Chairperson Barney Brock at 2:03 p.m. He welcomed the newly appointed members, Dan Leslie, Jerry Beaver, Krystal James Anthony Carlisle and Jack Browne. Then Vice Chairperson Brock proceeded to make the following comments:

a. This meeting is being broadcast live on Channel 11. It will be replayed at 2:00 p.m. daily including Saturday and Sunday until the next live meeting is aired which will be the second Wednesday of next month at 2:00 p.m.

b. Motions made by the Commission members include all staff recommendations and developmental requirements listed in the staff report. Any deviations will be discussed on a case-by-case basis and voted on accordingly.

c. Applicants and citizens who wish to address the Commission or answer questions from the Commission members are asked to please speak into the microphone at the podium. This meeting is being taped and there is no microphone to record statements made from the audience.

d. Please silence all cell phone ringers during the meeting. If it is necessary for you to have a cell phone conversation during the meeting, please use the hallway outside this room.

II. NOMINATION AND ELECTION OF CHAIRMAN AND VICE CHAIRMAN

Acting Chairperson Brock called for nominations for a new Chairperson for the Planning and Zoning Commission. Rick Graham nominated Mr. Rodney Martin for Chairperson; Mr. Browning seconded. There being no other nominations, Acting Chairperson Brock closed nominations. Members voted and the motion carried. Mr. Rodney Martin is Chairperson of the Planning and Zoning Commission for 2016.

Chairperson Rodney Martin made a motion to nominate Barney Brock for Vice Chairperson; Mr. Graham seconded. There being no other nominations, Chairperson Martin closed nominations. Members voted and the motion carried. Mr. Barney Brock is the Vice Chairperson of the Planning and Zoning Commission.

III. PUBLIC COMMENTS

No one from the audience wished to address the Commission.

IV. APPROVAL OF MINUTES

Mr. Inman introduced a motion to approve the minutes of the December 9, 2015 meeting. Mr. Browning seconded the motion. The minutes were approved with a unanimous vote.

V. CONSENT AGENDA

The Plats Committee recommended approval of the following plats subject to the Standard Conditions of Approval for preliminary and final plats and any specific conditions listed:

Standard Conditions of Approval for Preliminary Plat

- ◆ Provide utility and drainage easements as required by utility companies and Director of Public Works.
- ◆ Submit water and sewer plans; street; sidewalk; and drainage plans to the Director of Public Works and water plans to the Fire Marshall. Drainage plans must be complete enough to include impact on surrounding property and include detention facilities as required by Director of Public Works.
- ◆ Coordinate street lighting plan and provide utility easements as required by the Director of Traffic & Transportation.

- ◆ Submit four (4) copies of corrected preliminary plat to Planning Division before final platting.

Note: Approval of a plat does not imply approval of development of property in violation of the Zoning Ordinance.

PRELIMINARY PLAT

1. Bridge Creek Estates

- a. There's a discrepancy on the dimensions of north lot line on lot 3, please address. (Planning)

Δ =

L =

R =

CH =

S =

- b. "Approx Location of Canal", "30' Wide Raw Water Line ESMT", and "30' Wide Pipe Line ESMT." Along the west side of the plat use "Herein (Dedication/Abandoned)", please use "Proposed to be (Dedicated/Abandoned)" instead. (Planning)
- c. Sewer and water service is available to serve this subdivision. (Public works)
- d. Please update the table titled "Revision 17, Revised Blocks and Lots" or remove it from the plat, it is confusing since this is the 20th revision. (Public works)
- e. Storm water detention will be required for each of the Lots 1-4 of Block 7 (the commercial area) even if each individual developed lot is less than 1 acre. (Public works)
- f. Provide utility slips (Planning)
- g. All access to state highways shall be approved by TxDOT. (TxDot)
- h. Please return revised plats by 5:00 pm January 4th 2016 (Planning)

Standard Conditions of Approval for Final Plats

- ◆ Provide utility and drainage easements as required by utility companies and the Director of Public Works.
- ◆ Submit sewer, street, sidewalk and drainage plans to the Director of Public Works and water plans to both the Fire Marshal and the Director of Public Works. Drainage plans must be complete enough to include impact on surrounding property and include detention facilities as required by Director of Public Works.
- ◆ Coordinate street lighting plan and provide utility easements as required by the Director of Aviation, Traffic and Transportation.

Note: Approval of a plat does not imply approval of development of property in violation of the Zoning Ordinance.

FINAL PLATS**1. Final Plat – Bridge Creek Estates, Lot 3, Block 7**

- a. The property is served by public water, extension of public sewer will be required. (Public Works)
- b. Please provide engineering plans for the water line relocation. (Public Works)
- c. Storm water detention will be required for this lot. (Public Works)
- d. Will the existing water line running through the parcel be abandoned or relocated? If it is to be relocated, please extend it south down the future Saddleback Ln right of way and tie it into the water lines soon to be installed with the Bridge Creek phase 7 construction. (Public Works)
- e. Provide utility slips (Planning)
- f. All access to state highways shall be approved by TxDOT. (TxDot)

2. Final Plat – Kemp's Subdivision, Lot 8, Block 11

- a. The property is served by public sewer and water. (Public Works)
- b. Please label the Lake Kemp Raw Water Line on the plat and show it as it goes down Forest Cove Dr, and turns south down Barnett. (Public Works)
- c. The current configuration of Lot 8, will require the extension of Burnside Drive to the west property line. Please show right of way dedication for extension of Burnside Drive. (Public Works)
- d. Please label ownership of the parcel of land that the raw water line runs in. (Public Works)
- e. Please extend the canal right of way to the intersection of Forest Cove Dr. right of way. (Public Works)
- f. Provide utility slips (Planning)
- g. All access to state highways shall be approved by TxDOT. (TxDot)

Mr. Browning made a motion to approve the consent agenda of the January 13, 2016 meeting. Mr. Inman seconded the motion. The consent agenda was approved with a unanimous vote.

VI. REGULAR AGENDA**1. Case P 16-01 – Rolling Hills Estates**

Request to extend an approved preliminary plat another two-year period without the submission of a new preliminary plat. Rolling Hills Estates

Mr. Guess presented the staff report indicating they had received a request for the Commission to extend an approved preliminary plat another two-year period without the submission of a new preliminary plat.

A separate application, case P 16-02, considers a final plat for a tract of land within this preliminary plat.

The applicant has requested the Commission consider Section 4.4.C. of Appendix A. – Subdivision and Development Regulations which states the following:

If no development has occurred which would affect the previously approved plat, at the end of the two years of effective approval, the Commission may, upon application of the subdivider, extend the approval another two-year period without the submission of a new preliminary plat by voting an approval of the original preliminary plat.

The applicant indicated that no development has occurred which would affect the previously approved plat, and the current preliminary plat is at the end of the two years of effective approval.

Staff Recommendation:

Planning staff recommended approval of the request to extend the approval another two-year period per the following conditions:

- a. The property is served by public sewer and water. (Public works)
- b. Provide utility slips (Planning)
- c. All access to state highways shall be approved by TxDOT. (TxDot)

Mr. Graham made a motion to approve case P16-01 Mr. Leslie seconded the motion. P16-01 was approved with a unanimous vote.

**2. Case P 16-02 Rolling Hills Estates, Section Six-A, Lot 17, Block 15
Request for a final plat creating a single family lot of record and dedicating easements.**

Mr. Guess presented the staff report for the final plat, indicating the applicant had requested creating a single family lot of record and dedication of easements. A separate agenda item, case P 16-01, requested the Commission extend the validity of the original preliminary plat an additional two years without the submission of a new preliminary plat. The proposed final plat for the lot is a part of the preliminary plat under consideration.

The final plat cannot be considered without an approved preliminary per Section 5.4.A of Appendix A. – Subdivision and Development Regulations which states:

No final plat will be considered unless a preliminary plat has been approved by the Commission. If circumstances prevail in which a single unplatted parcel may be platted into lots in only one obvious manner, no preliminary plat will be necessary. The Planning Department shall determine the necessity of preliminary plats in such cases.

The director of community development may approve minor plats involving four or fewer lots fronting on an existing street and not requiring the creation of any new street or the extension of municipal facilities. The Director of Community Development shall not disapprove such plat but refer any plat that he refuses to approve to the Commission.

Therefore, approval of the previous case (P16-01) was necessary since the final plat was part of the land within the preliminary plat.

Staff Recommendation:

Planning staff recommended approval of the request per the following conditions:

- a. The property is served by public sewer and water. (Public Works)
- b. Provide utility slips (Planning)
- c. All access to state highways shall be approved by TxDOT. (TxDot)

Mr. Leslie made a motion to approve case P16-02 Mr. Beaver seconded the motion. P16-02 was approved with a unanimous vote.

3. Case C 16-01

Request for a conditional use to allow a carport in the required front setback in the Single-Family Residential (SF-2) zoning district.

1024 Wesley Lane

Conditional use approval was requested to permit construction of a carport in the required front setback at 1024 Wesley Lane. Mr. Martin inquired if the applicant/owner was present. The chairman directed staff to present the report, seeing that Mr. Alviar was not present.

Mr. Prouty presented the application, a conditional use for a 10ft x 22ft metal carport proposed to be located within the front set back. Surrounding zoning was Single Family 2 (SF-2) to the north, south and east and General Commercial (GC) to the west separated by Loop 11 roadway. The proposed distance to the front property line would be 9ft and side property line 10ft. There were no carports located within the front setback in the 200ft notification area. However, two carports were located in the front setback just outside the 200ft notification area. Sixteen (16) notification letters were sent out, zero were returned.

Staff recommended approval.

Mr. Inman made a motion to approve the carport request; Mr. Beaver seconded. The motion carried. Conditional use approval was granted to allow the location of a carport within the required front set back at 1024 Wesley Lane.

VII. OTHER BUSINESS

1. Text Amendment – Outdoor Storage/Display – Update

Mr. Shapiro updated the commission on the status of the outdoor storage and display ordinance. Staff previously briefed the commission that the outdoor storage/display text amendment presented at the December 9, 2015 meeting was to be reviewed by City Council, as the changes were proposed outside of the zoning ordinance. However, city staff determined it best to place the proposed regulations within the zoning ordinance. The proposed outdoor storage/display will be presented to the commission at the February meeting.

2. Text Amendment – Discussion Only – non-voting item

Mr. Guess introduced the proposed revisions to the subdivision and development regulations and procedures and briefly explained the changes. Mr. Guess requested the commission review the proposed changes, as staff aimed to formally present the amendments for recommendation at an upcoming meeting.

3. City Council

a. Text Amendment - Establish a Sheppard Air Force Base “non-voting ex-officio member” position to multiple boards

Mr. Shapiro stated that the City Council adopted the ordinance to establish a non-voting ex-officio member” position for a representative from Sheppard AFB to the multiple boards on January 5, 2016.

b. Canyon Trails Planned Unit Development (PUD)

Mr. Shapiro said City Council conducted a public hearing on January 5, 2016 considering the rezone and amendments to the Canyon Trails Planned Unit Development. City Council decided to continue consideration to their January 19, 2016 meeting to take action on the ordinance, as two council members were not present.

VIII. ADJOURN

The meeting adjourned at 2:19 p.m.



Rodney Martin, Chairperson

2-10-2016

Date

ATTEST:



Loren Shapiro, Dept. of Community Development

2/10/16

Date

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution authorizing award of bid for the purchase of one 15 cubic yard dump truck to Bruckner Truck Sales, Inc. in the amount of \$124,799.00.

INITIATING DEPT: Finance/Purchasing

COMMENTARY: Bids were opened February 8, 2016 for the purchase of one 15 cubic yard dump truck for the Wastewater Treatment Plant. This is a replacement unit for Unit 1782, a 2001 Mack RD688S 14 yard dump truck with approximately 273,418 miles on the odometer. This truck is solely used for transporting sludge from the Wastewater Treatment Plant to the landfill. Four (4) bids were received (bid tabulation attached.) The low bidder MHC Kenworth did not meet all specifications. The specifications required a double reduction rear end. This requirement is necessary because of the environment the unit will be working in.

Staff recommends award of bid for the purchase of one 15 cubic yard dump truck to Bruckner Truck Sales, Inc. in the amount of \$124,799.00.

Budgeted Cost \$130,000.00.

☒ **Purchasing Agent**

☒ **Director of Finance**

ASSOCIATED INFORMATION: Resolution

BUDGET CERTIFICATION (Account No./ Amount) (600-7250-77320) / (\$124,799.00)

☒ **Budget Office Review**

☒ **City Attorney Review:**

☒ **City Manager Approval**



2/18/2016

BID TABULATION
BID # 16-07 15YD DUMP TRUCK

BID 16-07 54,000 GVW 15YD DUMP TRUCK
(3 ADDENDUMS)

VENDOR	MODEL	COST
BRUCKNER TRUCK SALES	MACK CHU613	\$ 124,799.00
CUSTOM TRUCK & EQUIPMENT	NON-RESPONSIVE	
MHC KENWORTH	W900B DOES NOT MEET SPECS	\$ 122,021.28
RUSH TRUCK CENTER	PETERBILT 567	\$ 136,390.00
SUMMIT TRUCK GROUP	NON-RESPONSIVE	
WICHITA FALLS FREIGHTLINER	FREIGHTLINER 122SD	\$ 130,950.00

Resolution No. _____

**Resolution authorizing award of bid for the purchase of one 15 yard
dump truck to Bruckner Truck Sales, Inc. in the amount of
\$124,799.00**

WHEREAS, the City advertised and requested bids for the purchase of one 15 cubic yard dump truck; and,

WHEREAS, bids were received and publically opened on February 8, 2016; and,

WHEREAS, the City Council desires to purchase a 15 cubic yard dump truck for the City fleet.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

City staff is authorized to execute all documents necessary to purchase a 15 cubic yard dump truck from Bruckner Truck Sales, Inc. in the amount of \$124,799.00.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

**CITY COUNCIL AGENDA
MARCH 1, 2016**

ITEM/SUBJECT: Resolution awarding bid for demolition, clearing and cleaning of 25 properties to Chad & Brandi, Inc. dba Wilson Contracting in the amount of \$95,551.00.

INITIATING DEPT: Finance/Purchasing

COMMENTARY: Bids were opened February 5, 2016, for the demolition, clearing and cleaning of 25 properties as previously authorized by the City Council. Five (5) responses were received (bid tabulation attached).

Bids were requested for a single contractor capable of providing demolition services. The low bidder, Wilson Contracting, has satisfactorily performed these services for the City in the past. Staff recommends award of bid to the low bidder, Wilson Contracting, in the amount of \$95,551.00.

☒ **Purchasing Agent**

☒ **Code Enforcement & Housing Administrator**

ASSOCIATED INFORMATION: Resolution

BUDGET CERTIFICATION (Account No. / Amount) (204-6450-72310) / (\$95,551.00)

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

**BID # 16-05 DEMOLITION, CLEARING AND CLEANING OF 25 PROPERTIES
TABULATION**

ITEM	DESCRIPTION	BIDDER								
		DAVID'S ROOFING	GRANT MACKAY	HUNTER DEMO	MOTE	OPTIONS DEMO	PYRAMID CONST	SHULTZ	WILSON	WORLEY'S
1	1200 N 4TH			\$ 14,872	\$ 7,877	\$ 6,760			\$ 4,994	\$ 38,668
2	1316 N 9TH			\$ 7,117	\$ 3,687	\$ 4,853			\$ 3,494	\$ 18,505
3	2108 10TH			\$ 9,185	\$ 4,758	\$ 5,010			\$ 4,994	\$ 23,880
4	1323 34TH			\$ 9,917	\$ 5,137	\$ 5,409			\$ 4,494	\$ 25,783
5	1125 AMBER			\$ 7,442	\$ 3,855	\$ 4,397			\$ 2,894	\$ 19,348
6	2809 BUCHANAN			\$ 7,898	\$ 4,137	\$ 4,358			\$ 3,294	\$ 20,764
7	809 CALHOUN			\$ 8,140	\$ 4,218	\$ 4,440			\$ 3,994	\$ 21,184
8	1704 FILLMORE			\$ 7,082	\$ 3,312	\$ 4,173			\$ 3,294	\$ 18,362
9	426 FLOOD			\$ 5,198	\$ 2,893	\$ 3,544			\$ 2,194	\$ 13,514
10	429 FLOOD			\$ 7,249	\$ 3,756	\$ 4,284			\$ 2,994	\$ 18,848
11	430 FLOOD			\$ 7,524	\$ 3,897	\$ 4,788			\$ 2,994	\$ 19,563
12	431 FLOOD			\$ 7,205	\$ 3,732	\$ 4,585			\$ 4,994	\$ 18,733
13	512 FT WORTH			\$ 6,732	\$ 3,487	\$ 4,284			\$ 2,894	\$ 17,504
14	1906-B FT WORTH			\$ 3,916	\$ 2,029	\$ 3,026			\$ 2,094	\$ 10,182
15	2211 HOLLIDAY			\$ 7,348	\$ 3,806	\$ 4,342			\$ 3,094	\$ 19,105
16	414 HUMPHREYS			\$ 10,307	\$ 5,340	\$ 5,622			\$ 4,194	\$ 26,799

Resolution No. _____

Resolution authorizing award of bid for the demolition, clearing and cleaning of 25 Properties to Chad & Brandi, Inc. dba Wilson Contracting in the amount of \$95,551.00

WHEREAS, the City of Wichita Falls advertised and requested bids for the demolition of hazardous structures; and,

WHEREAS, bids were received and publicly opened on February 5, 2016; and,

WHEREAS, the City Council has previously approved the demolition of these hazardous structures; and,

WHEREAS, the City Council desires to have the 25 properties demolished, and finds that Wilson Contracting is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The bid for demolition, clearing and cleaning of 25 properties is awarded to Chad & Brandi, Inc. dba Wilson Contracting in the amount of \$95,551.00, and City Staff is authorized to execute contracts for demolition with said entity for said work.

2. If the awarded bidder fails to execute contracts for the demolition as awarded herein, City Staff is authorized to execute contracts for demolition with the next lowest bidder(s) for these properties in accordance with the bid specifications.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Public hearing regarding an amendment to Ordinance No. 24-92 rezoning 134.73 acres of the Canyon Trails Planned Unit Development (PUD) to allow single-family detached zero lot line and single-family residential on lots 106 Canyon Trails Sec One and 107-A Canyon Trails Sec One (the two parcels which front Seymour Highway – Tract B); require design elements for all homes on Tract B; and removal of all commercial/non-residential uses previously allowed throughout the current PUD

INITIATING DEPT: Community Development/Planning.

COMMENTARY: This is a public hearing to consider amendments to rezone the Canyon Trails Planned Unit Development (PUD). On January 19, 2016 City Council directed that a new, revised application be considered by the Planning & Zoning Commission. In response, the applicant submitted the new request rezoning for Single-Family 1 (SF-1) and zero-lot line detached residential, removing all commercial and/or non-residential uses from the application.

The request is to amend Ordinance No. 24-92 (adopted in 1992) to allow Single-Family (SF-1) and zero-lot line residential detached homes on Tract B (8.54 acres). Table 1 provides the minimum development standards for lots that are Single-Family (SF-1) and zero-lot line residential. Tract B will have design elements required for all homes. The minimum design elements require a minimum 2,000 square foot living area, excluding breezeways, garages, open porches, and outbuildings; maximum height of 3-stories; minimum 2-car garage or a combination of a porte-cochere and garage; and a minimum 8-inch vertical rise of roof pitch for every 12-inches of horizontal coverage (8:12), excluding two-story. The proposed design elements can be enforced by ordinance and are identical to deed restrictions already in effect in Canyon Trails. Additionally, the applicant agreed to remove all commercial/non-residential uses from the entire Canyon Trails PUD.

The remaining properties, Tract A (126.19 acres), would continue to allow only Single-Family (SF-1), estate homes, and open space. A Master Plan for Development with a map (Attachment A included with proposed Canyon Trails PUD Development Regulations) is proposed for adoption along with the amended ordinance which references the location of land uses outlined in the PUD development regulations.

TABLE 1

Comparison of SF-1 & Zero-lot line Residential		
Minimum lot development standards:	SF-1	Zero-lot
Lot area	8,500 s.f.	4,000 s.f.
Lot width	60 feet	40 feet
Building coverage	50%	60%
Height	35 feet	35 feet
Common open space	None	15% (lots < 4k s.f.)
Front setback	25 feet	25 feet
Interior side setback	5 feet	0 ft./10 ft. from bldgs*
Exterior side setback	15 feet	15 feet
Rear setback	5 feet (home)	5 feet (home)

* Zero-lot line homes are required a minimum 10-feet from an adjacent property with a home. The zero interior side setback is the property line that is 10 feet from another such zero-lot line home. The zero setback is prohibited adjacent to non-zero lot line developments.

Table 2 provides a comparison of land uses currently allowed and the proposed amendments for Tract A and B.

TABLE 2

Canyon Trails PUD Land Uses:	Currently Allowed		Proposed	
	Tract A	Tract B	Tract A	Tract B
<u>Zero-Lot Line Residential</u>	X	X	X	<u>√</u>
<u>Single-Family Detached</u>	√	√	√	<u>√</u>
Estate Parcel	√	X	√	X
Open Space	√	√	√	√
Commercial/Non-residential	√	√	Prohibited	
Congregate Living Center	√	√	Prohibited	
Retail Trade	√	√	Prohibited	
Restaurant	√	√	Prohibited	
Offices (Professional Office Park)	√	√	Prohibited	
Medical Offices	√	√	Prohibited	
Banks	√	√	Prohibited	
Services	√	√	Prohibited	
"√" Allowed Use				
"X" Not Allowed				
Underlined Uses added				

On February 10, 2016, the Planning & Zoning Commission unanimously recommended approval of the revised rezoning request to amend the Canyon Trails PUD and master plan. There were far fewer number of property owners in opposition and many supported the new request.

The calculations determining percentage of response type were based on the proportion of property/land area by owner and not the number of replies. There are two calculation methods outlined in Texas Local Government Code – Chapter 211.006 (Municipal Zoning Authority): 1) properties within the area proposed for rezoning (PUD only); and 2) area proposed for rezoning and extending 200 ft. from that area (notification area). Table 3 provides a summary of owner responses based on the two required calculation methods.

Table 3
Planning & Zoning Commission meeting - February 10, 2016

Property Owners Responses	Number of Responses	Canyon Trails PUD Only Acreage	Percentage
Support	20	17.10	12.69%
Opposition	16	27.08	20.10%
Undecided/No Opinion	2	0.97	0.72%
TOTAL RESPONSES	38	89.58	66.49%
TOTAL NOTICES SENT	111	134.73	100.00%

Property Owners Responses	Number of Responses	Canyon Tr PUD + 200 ft Acreage	Percentage
Support	39	36.40	19.55%
Opposition	19	27.77	14.91%
Undecided/No Opinion	3	1.14	0.61%
TOTAL RESPONSES	61	120.91	64.93%
TOTAL NOTICES SENT	199	186.23	100.00%

The first table measured responses only from owners within the Canyon Trails PUD. There were 111 owner notices mailed (134.73 acres); 20 responded in support (17.1 acres or 12.69%), 16 in opposition (27.08 acres or 20.1%), and 2 undecided/no opinion (0.97 acres or 0.72%). The second table measured responses from the Canyon Trails PUD, plus properties within 200 feet of the area to be rezoned. There were 199 owner notices mailed, covering 186.23 acres, receiving 39 responses in support (36.4 acres or 19.55%), 19 in opposition (27.77 acres or 14.91%), and 3 undecided/no opinion (1.14 acres or 0.61%). Planning did receive opposition from more than 20 percent of the proportion of property owners within the Canyon Trails PUD. However, only a majority vote in the affirmative, from Planning & Zoning Commission, was necessary for the recommended approval.

Planning mailed a new series of property owner notices on February 11, 2016 for the City Council meeting on March 1, 2016. All returned responses must be signed by the owner and acknowledged by a notary in order to be counted, according to section 7540 (C) of the City's Zoning Ordinance.

Additionally, the state mandates that should there be protest by 20 percent or more of the area of lots or land covered by the proposed change or the area of lots or land covered by the proposed change and extending 200 feet from that area, a minimum $\frac{3}{4}$

affirmative vote of all members of the governing body (City Council) will be necessary for the zoning request to be approved and take effect. As of February 18, 2016 staff received 1 property owner response in favor (notarized) (0.73 acres or 0.54% within the PUD only); 15 in favor (but not notarized) (21.69 acres or 11.65% within the PUD and extending 200 feet), 1 in opposition (notarized) (0.76 acres or 0.57% within the PUD only), and 0 undecided/no decision. These calculations represent the highest percentage for each type of response (within the PUD only or within the PUD and extending 200 feet). An updated count will be provided to City Council on February 26, which will indicate if a super majority (6 Council votes) will be required to approve the rezoning request.

The amendments to the Canyon Trails PUD are significantly different than the original request, from September 2015 and the proposal presented to City Council on January 5 and 19 of 2016. Single-Family (SF-1) residential and zero-lot line residential detached will be allowed on Tract B. The design elements ensure Tract B develops consistent with the minimum standards throughout the Canyon Trails development. The removal of all commercial uses would eliminate incompatible development to the existing single- family properties.

An ordinance to rezone the Canyon Trails PUD, as amended by the applicant, will be considered after this public hearing.

☒ **Deputy City Manager**

☒ **Planning Administrator**

ASSOCIATED INFORMATION: Attachment A, Proposed Canyon Trails PUD Development Regulations and Master Plan for Development; Attachment B, Current Canyon Trails PUD (Ordinance No. 24-92); Attachment C, Master Plan for Canyon Trails (not adopted)

☐ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

ATTACHMENT A
Proposed Canyon Trails PUD Regulations and Master Plan for Development

USE & DEVELOPMENT REGULATIONS:

The Canyon Trails development is represented by a Master Plan for Development, which is herein incorporated as “Exhibit A” and herein legally described in “Exhibit B” as Field Notes – Canyon Trails PUD and incorporated into this ordinance. The development regulations shall be as follows:

1. Tract A

A. **SINGLE-FAMILY DETACHED DWELLINGS (Tract “A”):** a maximum of 110 single-family detached lots shall be permitted as shown on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract “A”) with the following exceptions:

1. 10% of the maximum number of lots may, at the developer’s discretion, have the minimum front setback reduced to 20 feet. These lots will be so marked on the Master Plan for Development.
2. Carports shall be prohibited from front and exterior side setback areas. Porte-cochere are not classified as a carport.
3. Fences shall be prohibited from front setback areas of the lots.

B. **ESTATE PARCEL (Tract “A”):** A large estate parcel with a maximum of 2 dwelling units shall be permitted within the area indicated for this purpose on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract “A”), with the exception that two dwelling units shall be permitted on this lot.

2. Tract B

A. **SINGLE-FAMILY DETACHED DWELLINGS (Tract “B”):** Single-family detached lots shall be permitted as shown on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract “B”) with the following exceptions:

1. 10% of the maximum number of lots may, at the developer’s discretion, have the minimum front setback reduced to 20 feet. These lots will be so marked on the Master Plan for Development.
2. Carports shall be prohibited from front and exterior side setback areas. Porte-cochere are not classified as a carport.
3. Fences shall be prohibited from front setback areas of the lots.

B. **ZERO-LOT LINE RESIDENTIAL (Tract “B”):** Zero-lot line detached residential structures shall be permitted as shown on the Master Plan for Development. The

ATTACHMENT A
Proposed Canyon Trails PUD Regulations and Master Plan for Development

site development regulations for zero lot line development (Section 5200), as amended, shall apply to these lots (Tract "B").

C. DESIGN ELEMENTS (Tract "B"):

The following design elements will be required for single-family detached and zero-lot line detached dwellings on Tract B:

1. Living Area:

Single-family and zero-lot line detached dwellings erected on the subject property shall have at least 2,000 square feet of living space, exclusive of breezeways, garages, open porches, and outbuildings.

2. Height of dwellings:

The single-family and zero-lot line detached dwellings erected upon any lot shall not be more than three (3) stories in height.

3. Garages:

Each single-family and zero-lot line detached dwelling erected upon the subject property shall have and maintain a garage or combination of porte-cochere and garage which will be able to house not less than two (2) automobiles.

4. Roof pitch:

Minimum roof pitch for each single-family and zero-lot line detached dwelling shall provide an 8-inch vertical rise for each twelve inches of horizontal coverage (8:12), excluding two story.

3. Other Development Regulations throughout the planned unit development (PUD)

A. DEFINITIONS

1. A carport is defined in Appendix B: Zoning, section 2030
2. A residential garage is a building or part of a residence, with at least three walls, where vehicles are stored.
3. A porte-cochere is a structure attached to a single family dwelling made of the same material and erected over a driveway, not exceeding one story in height, and open on two or more sides.

- B. OPEN SPACE (Tract "A" and Tract "B"):** The configuration of the open spaces, location of lakes, and a trail system shall be generally as indicated on the Master Plan for Development, subject only to the changes which may need to occur due to engineering considerations and aesthetic constraints as constructed and measured drawings are prepared prior to actual development. Areas of open space are to be developed concurrently with the phases in which they are located as shown on the Master Plan for Development. Completion of at least

ATTACHMENT A

Proposed Canyon Trails PUD Regulations and Master Plan for Development

the trail system shall constitute completion of development of open space for each phase. Open space areas shall be established in the areas shown on the Master Plan for Development. No structures shall be allowed other than gazebos, pedestrian shelters, etc., which are normally associated with a passive recreational facility. The open space areas shall be privately maintained.

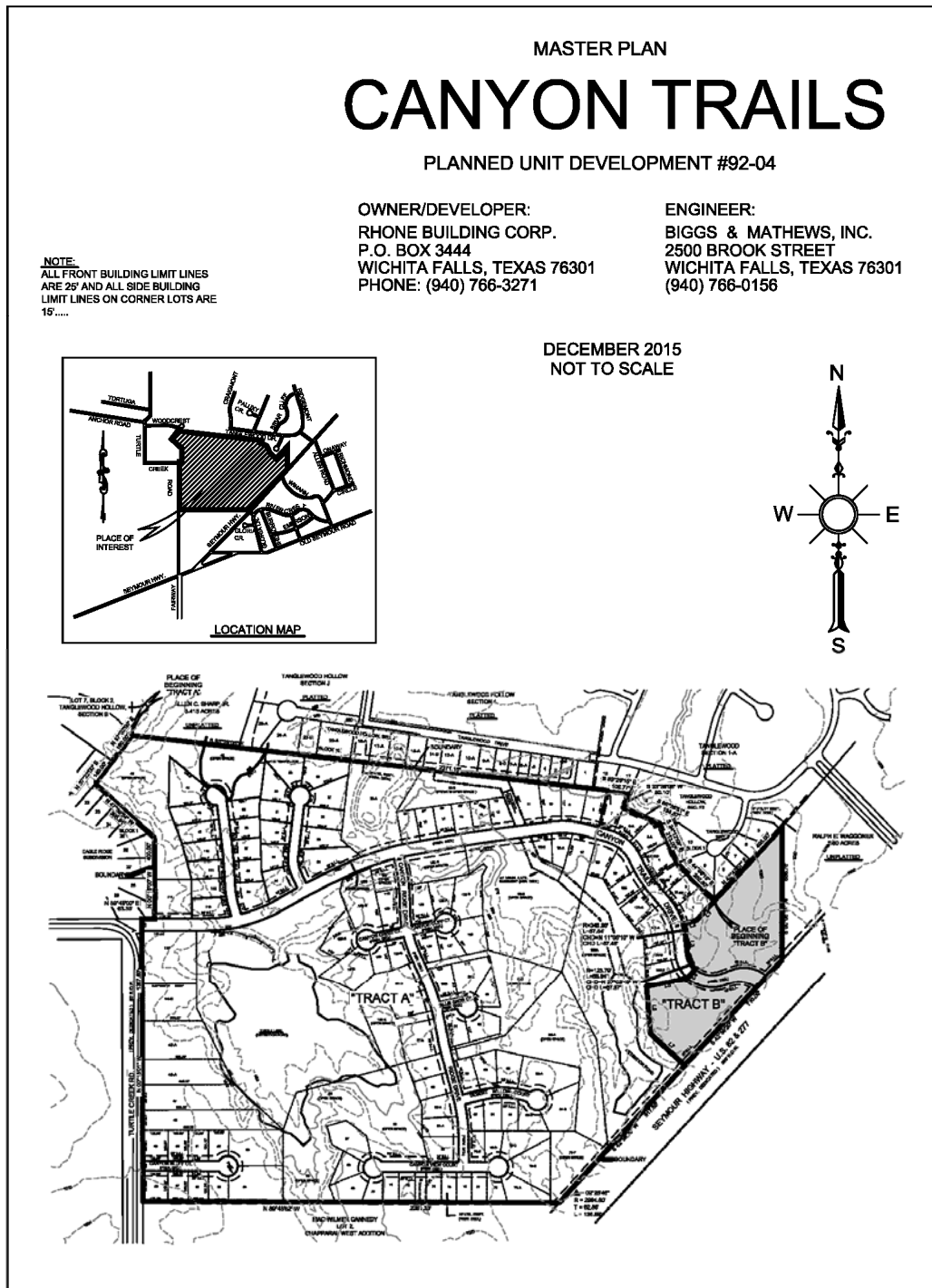
- C. **DEVELOPMENT PHASING:** Individual plans for each phase of the development shall be subject to review and approval by the City of Wichita Falls, Texas, to assure compliance with this PUD ordinance. Each phase will be developed in accordance with the Master Plan for Development. The entire area shown on each phase must be final platted at the same time and the open space for that phase developed. The phasing sequence may be varied at the discretion of the developer, however, such phase must be platted and the open space developed prior to filing a following phase.
- D. **THE MASTER PLAN for DEVELOPMENT:** The Master Plan for Development, referred to in this ordinance, shall be controlling regardless of who might develop the property.
- E. **ACCESS & CIRCULATION:** Access and circulation will be in accordance with the Master Plan for Development and the City of Wichita Falls Master Thoroughfare Plan.
- F. **PARKING REQUIREMENTS:** Unless otherwise stated, parking requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- G. **SIGNAGE REQUIREMENTS:** Unless otherwise stated, signage requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- H. **LANDSCAPING REQUIREMENTS:** Unless otherwise stated, landscaping requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas, with the following exception:

Alternate methods of landscaping may be approved by the Planning & Zoning Commission, as long as such landscaping meets the purpose of the landscaping requirements of the zoning ordinance.
- I. **BUFFERING REQUIREMENTS:** Buffering shall be required adjacent to residential areas as per Section 4600 of the Zoning Ordinance of the City of Wichita Falls, as amended, with the following exception:

Alternate methods of buffering may be approved by the Planning & Zoning Commission, as long as such buffering meets the purpose of the buffering requirements of the zoning ordinance.

ATTACHMENT A
Proposed Canyon Trails PUD Regulations and Master Plan for Development

- J. **OTHER REQUIREMENTS:** All regulations of the zoning ordinance which have not been specifically addressed in this ordinance shall apply to this Planned Unit Development Ordinance and are hereby made a part hereof and included herein.



ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

Ordinance No. 24-92

AN ORDINANCE REZONING APPROXIMATELY 138 ACRES OF LAND PRESENTLY ADDRESSED AS 4310 & 4340 SEYMOUR HIGHWAY, WICHITA FALLS, TEXAS, TO CANYON TRAILS PLANNED UNIT DEVELOPMENT (PUD 92-04) ZONE

WHEREAS, the Planning & Zoning Commission has recommended that approximately 138 acres of land presently addressed as 4310 and 4340 Seymour Highway, Wichita Falls, Texas be rezoned from Single Family Residential (SF-1) & Limited Commercial (LC) zones to a Planned Unit Development (PUD 92-04) zone.

WHEREAS, the City Council of the City of Wichita Falls, Texas deems that the proposed rezoning of the area hereafter described is in accordance with the Comprehensive Land Use Plan and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The property described in Section 1 of this ordinance is hereby rezoned to Canyon Trails Planned Unit Development (PUD 92-04). The allowable uses shall be restricted to the uses listed in Section 2 of this ordinance. The Use & Development Regulations stated in Section 2 of this ordinance shall apply to this PUD.

SECTION 1. SITE BOUNDARY FIELD NOTES:

The site consists of 137.75 acres, more or less, located within the city limits of Wichita Falls, Texas. A general location of the site is as follows:

Located on Seymour Highway, south of the subdivision of land commonly known as Tanglewood Subdivision, east of Turtle Creek Ranch Road and running along said road on the east side for a distance of approximately 1,350 feet from the point where said road turns 90° west.

ALL THAT TRACT OR PARCEL OF LAND with the buildings and improvements thereon, situated in the City of Wichita Falls, County of Wichita, State of Texas, briefly described as follows:

FIELD NOTES

" A tract of land out of the Robert Evans Survey, Abstract No. 74, Wichita County, Texas, described by metes and bounds as follows:

Beginning at an iron rod at fence corner at the southern northeast corner of lot 7, Tanglewood Hollow, Section B, an addition to the City of Wichita Falls, Texas as shown on plat in volume 12, page 7, Wichita County Plat records, said beginning point also being the

Page ____ of ____ Pages
Agenda Item No. ____

ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

southwest corner of 5.42 acres owned by Allen Sharp;

Thence with fence on the south line of Allen Sharp Tract and with south line of First Mercantile Tract, south $83^{\circ} 26'$ east 2,478.5 feet to a bolt found at the southeast corner of Lot 17, Block 1, Tanglewood Hollow Section F-2, as shown on plat recorded at Volume 24, Page 190, Wichita County Plat Records;

Thence with the southwest line of Block 1, Section 1-A, as follows: south $66^{\circ} 27'$ east 194.7 feet, south $24^{\circ} 13'$ east 213.0 feet, and south $44^{\circ} 40'$ east 262.7 feet to an iron rod found at the south corner of Lots 8 and 9;

Thence with the southeast line of Block 1, Section 1-A, as follows: north $42^{\circ} 43'$ east 495.0 feet to a 1 1/4 inch iron pipe found in the southeast line of Lot 3 at the northwest corner of Waggoner Ten Acre tract;

Thence with the west line of Ten Acre tract, south $00^{\circ} 05' 31''$ west 656.88 feet to an iron rod found in the northwest right-of-way line of U.S. Highway 82-277;

Thence with highway right-of-way line south $42^{\circ} 36' 20''$ west 1,502.3 feet to an iron rod found at the beginning of a curve to the left having a radius of 2,964.8 feet;

Thence with said curve having a central angle of $02^{\circ} 25' 38''$ for an arc distance of 125.6 feet to an iron rod found at the northeast corner of Lot 2, Chaparral West Addition as shown on Plat of Record at Volume 23, Page 329, Wichita County Plat Records;

Thence with the north line of Chaparral West Addition north $89^{\circ} 50' 20''$ west 2,061.4 feet to an iron rod found at the northwest corner of Lot 2 in the east line of Turtle Creek Ranch Road;

Thence with the east line of Turtle Creek Ranch Road, north $00^{\circ} 13'$ west 1,397.5 feet to an iron rod found in the south line of 16.8 acres conveyed to Skyline Developers in Volume 1390, Page 358, Wichita County Deed Records;

Thence north $89^{\circ} 45'$ east 63.5 feet to an iron rod found at the southeast corner of said 16.80 acres;

Thence with the east line of 16.80 acre tract as follows: north $00^{\circ} 15'$ west 400.0 feet, north $47^{\circ} 36' 54''$ west 395.91 feet, and north $37^{\circ} 22'$ east 140.0 feet to an iron rod found at its northeast corner, also being the south corner of Lot 7, Tanglewood Hollow, Section B;

Thence north $37^{\circ} 22'$ east 160.0 feet to the Place of Beginning and containing 137.75 acres of land, more or less."

Page _____ of _____ Pages
Agenda Item No. _____

ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

SECTION 2. USE & DEVELOPMENT REGULATIONS:

Canyon Trails development is represented by a Master Plan for Development and General Layout and Phasing Plan for the project which are made parts of this ordinance. The development regulations shall be as follows:

- A. **SINGLE-FAMILY DETACHED DWELLINGS:** A maximum of 110 single-family detached dwelling lots shall be permitted as shown on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots with the following exceptions:

10% of the maximum number of lots may, at the developers discretion, have the minimum front setback reduced to 20 feet. These lots will be so marked on the Master Plan for Development.

Additionally, carports shall be prohibited from front and exterior side setback areas and fences shall be prohibited from front setback areas of the lots.

- B. **CONGREGATE LIVING CENTER:** A Congregate Living Center Facility with a maximum of 100 dwelling units in the main facility and four 4-plex dwelling consisting of 16 dwelling units shall be permitted as shown in the Master Plan for Development. Site development regulations for a MFR zoning district (Section 3210), as amended, shall apply to these lots. Parking shall be provided at the rate of 1 space per dwelling unit. Only ground and wall signs shall be permitted. Generalized layout plans for this facility shall be located in the area as indicated subject to adjustment in any direction 20 ft. +/- to accommodate the topographic lay of the land. Approval of a site plan as per Section 7100 of the zoning ordinance shall be required.
- C. **ESTATE PARCEL:** A large estate parcel with a maximum of 2 dwelling units shall be permitted within the area indicated for this purpose on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to this lot, with the exception that two dwelling units shall be permitted on this lot.
- D. **COMMERCIAL USES:** Commercial uses shall be allowed in the areas labeled as commercial on the Master Plan for Development. These uses shall be permitted subject to approval of a site plan as per Section 7100 of the zoning ordinance, and shall be limited to the following types of uses and subject to the requirements listed below:

Permitted Uses:

- Retail Trade, with no outdoor storage of merchandise for display or sale
- Restaurant without drive-through service and with alcoholic beverage sales for on-premise

Page ____ of ____ Pages
Agenda Item No. ____

ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

- consumption.
- Offices
- Medical Offices
- Banks
- Services

However, the area labeled as Professional Office Park in the Master Plan for Development shall be restricted to office use only.

Development Regulations:

The development regulations of a LO zoning district (Section 3365), as amended, shall apply. Direct vehicular access (curb-cuts) shall not be permitted from Seymour Highway.

Sign Regulations:

The sign regulations of a LO zoning district (Section 3367), as amended, shall apply.

Parking Regulations:

The parking regulations of the Zoning Ordinance shall apply with the following exception:

Head-in parking shall be permitted from a public street for the area shown as Professional Office Park on the Master Plan for Development.

- E. OPEN SPACE:** The configuration of the open spaces, location of lakes, and a trail system shall be generally as indicated on the Master Plan for Development, subject only to the changes which may need to occur due to engineering considerations and aesthetic constraints as constructed and measured drawings are prepared prior to actual development. Areas of open space are to be developed concurrently with the phases in which they are located as shown on the General Layout and Phasing Plan. Completion of at least the trail system shall constitute completion of development of open space for each phase. Open space areas shall be established in the areas shown on the Master Plan for Development. No structures shall be allowed other than gazebos, pedestrian shelters, etc., which are normally associated with a passive recreational facility. The open space areas shall be privately maintained.

- F. DEVELOPMENT PHASING:** Individual plans for each phase of the development shall be subject to review and approval by the City of Wichita Falls, Texas, to assure compliance with this PUD ordinance. Each phase will be developed in accordance with the General Layout and Phasing Plan. The entire area shown on each phase must be final platted at the same time and the open space for that phase developed. The phasing sequence may be varied at the discretion of the developer, however, such phase must be

Page ____ of ____ Pages
Agenda Item No. ____

ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

platted and the open space developed prior to filing a following phase.

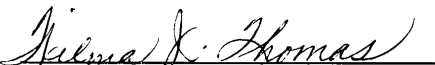
- G. **THE MASTER PLAN for DEVELOPMENT:** The Master Plan for Development, referred to in this ordinance, shall be controlling regardless of who might develop the property.
- H. **ACCESS & CIRCULATION:** Access and circulation will be in accordance with the Master Plan for Development.
- I. **PARKING REQUIREMENTS:** Unless otherwise stated, parking requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- J. **SIGNAGE REQUIREMENTS:** Unless otherwise stated, signage requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- K. **LANDSCAPING REQUIREMENTS:** Unless otherwise stated, landscaping requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas, with the following exception:
- Alternate methods of landscaping may be approved by the Planning & Zoning Commission, as long as such landscaping meets the purpose of the landscaping requirements of the zoning ordinance.
- L. **BUFFERING REQUIREMENTS:** Buffering shall be required adjacent to residential areas as per Section 4600 of the Zoning Ordinance of the City of Wichita Falls, as amended, with the following exception:
- Alternate methods of buffering may be approved by the Planning & Zoning Commission, as long as such buffering meets the purpose of the buffering requirements of the zoning ordinance.
- M. **OTHER REQUIREMENTS:** All regulations of the zoning ordinance which have not been specifically addressed in this ordinance shall apply to this Planned Unit Development Ordinance and are hereby made a part hereof and included herein.

PASSED AND APPROVED THIS THE 7th day of April, 1992.



M A Y O R

ATTEST:


CITY CLERK

Page ____ of ____ Pages
Agenda Item No. ____

ATTACHMENT B
Current Canyon Trails PUD (Ordinance 24-92)

Ad 464545

Affidavit of Publication

THE STATE OF TEXAS
COUNTY OF WICHITA

ORDINANCE NO. 23-92
AN ORDINANCE AMENDING
SECTION 14-84 OF THE CODE
OF ORDINANCES OF THE CITY
OF WICHITA FALLS, TEXAS IN
ORDER TO UPDATE THAT SEC-
TION OF THE CITY ELECTRICAL
CODE

ORDINANCE NO. 24-92
AN ORDINANCE REZONING AP-
PROXIMATELY 138 ACRES OF
LAND PRESENTLY ADDRESSED
AS 4310 & 4340 SEYMOUR
HIGHWAY, WICHITA FALLS,
TEXAS, TO CANYON TRAILS
PLANNED UNIT DEVELOPMENT
(pud 92-04) ZONE.

ORDINANCE NO. 25-92
ORDINANCES MAKING AN AP-
PROPRIATION IN THE GENERAL
FUND FOR ADDITIONAL GRANT
REVENUE FROM THE TEXAS DE-
PARTMENT OF HEALTH AND
AUTHORIZING THE CITY MAN-
AGER TO EXECUTE CONTRACT
ACCEPTING SAME.

ORDINANCE NO. 26-92
ORDINANCES WAIVING SEC-
TION 22-1(a)(9) AND SECTION
22-4 OF THE CODE OF ORDI-
NANCES TO PERMIT SIGNS AND
CONSUMPTION OF BEER DURING
AN EVENT TO BENEFIT THE
KIDNEY FOUNDATION BY THE
RUNNER'S CLUB MAY 16, 1991
IN HAMILTON PARK.

ORDINANCE NO. 27-92
ORDINANCE WAIVING SEC-
TION 22-1(a)(3), SECTION
22-1(a)(5), SECTION
22-1(a)(9), SECTION 22-3, AND
SECTION 22-4 OF THE CODE OF
ORDINANCES AND SECTION
5420 OF THE ZONING ORDI-
NANCE TO PERMIT VEHICLES
ON GRASS, OVERNIGHT CAMP-
ING, SIGNS, USE DURING
CURFEW HOURS, AND THE SALE
AND CONSUMPTION OF BEER
DURING THE CHILI EVENT
PROPOSED BY THE JAYCEES
JUNE 17-21, 1992 IN JAYCEE
PARK.

ORDINANCE NO. 28-92
ORDINANCE WAIVING SEC-
TION 22-1(a)(9) OF THE CODE
OF ORDINANCES TO PERMIT
SIGNS DURING A FUN RUN
EVENT BY THE M.S.U. BRANCH
OF THE ASSOCIATION FOR
CHILDHOOD EDUCATION, APRIL
11, 1992.

ORDINANCE NO. 29-92
ORDINANCE WAIVING SECTION
22-1(a)(9) OF THE CODE OF OR-
DINANCES TO PERMIT SIGNS
DURING THE TEXAS JUNIOR
SUPER SECTIONAL AND CHAM-
PIONSHIP MASTER TENNIS
TOURNAMENT JUNE 6-13,
1992 IN HAMILTON AND
WEEKS TENNIS CENTERS.

(here)

On this 28th day of April
1992

A.D. personally appeared before me, the undersigned authority
Darice Ming

bookkeeper

for the Times Publishing Company of Wichita Falls, publishers of the Wichita Falls
Times/Record News, a newspaper published at Wichita Falls in Wichita County,
Texas, and upon being duly sworn by me, on oath states that the attached
advertisement is a true and correct copy of advertising published
in one (1) issues thereof on the following dates:

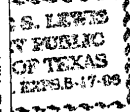
April 28, 1992

Darice Ming
Bookkeeper for Times Publishing Company
of Wichita Falls

(REAL)

Subscribed and sworn to before me this the day and year first above written.

Notary Public



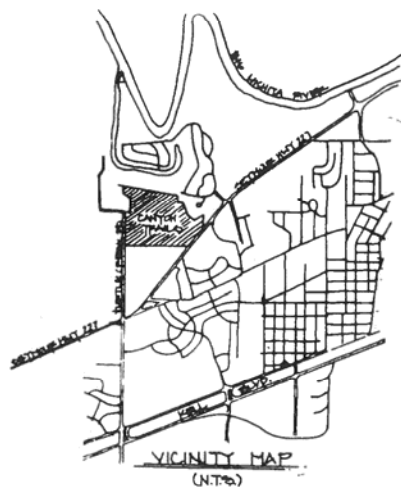


Exhibit "A"
CANYON TRAILS
Master Plan for Development

Item No. 3
Page No. 20

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Ordinance amending Ordinance No. 24-92 rezoning 134.73 acres of the Canyon Trails Planned Unit Development (PUD) to allow single-family detached zero lot line and single-family residential on lots 106 Canyon Trails Sec One and 107-A Canyon Trails Sec One (the two parcels which front Seymour Highway – Tract B); require design elements for all homes on Tract B; and removal of all commercial/non-residential uses previously allowed throughout the current PUD

INITIATING DEPT: Community Development/Planning

COMMENTARY: A separate public hearing was previously conducted during this meeting to consider amendments to Ordinance No. 24-92, the Canyon Trails Planned Unit Development (PUD). City Council can now take action on the proposed ordinance. The proposed ordinance amends the Canyon Trails Planned Unit Development (PUD) with the following requirements:

1. Allow single-family detached (consistent with SF-1 zoning district standards), zero-lot line detached homes, and open space on Tract B - two front parcels of land (4200 and 4201 Canyon Trails Drive) at the intersection of Seymour Highway.
2. Establish minimum design elements on Tract B, including:
 - a. Minimum 2,000 square foot living area, excluding breezeways, garages, open porches, and outbuildings;
 - b. Maximum height of 3-stories;
 - c. Minimum 2-car garage or a combination of a porte-cochere and garage; and
 - d. Minimum 8-inch vertical rise of roof pitch for every 12-inches of horizontal coverage (8:12), excluding two-story.
3. Remove all commercial/non-residential land uses previously allowed throughout the PUD (Tracts A & B).
4. Adopt a master plan map referencing the text of the ordinance.

The amendments to the Canyon Trails PUD are significantly different than the original request, presented to the Planning & Zoning Commission in November 2015 and City Council in January 2016. Single-Family 1 (SF-1) detached residential, zero-lot line detached residential and open space would be allowed on Tract B. The design elements ensure Tract B develops consistent with the minimum standards throughout the Canyon Trails development. The removal of all commercial uses would eliminate

incompatible, more intensive development adjacent to the existing single-family properties on Tract A and future residential on Tract B. The proposed ordinance would continue to permit Single-Family (SF-1), estate lots, and open space lots in Tract A, as currently allowed. Zero-lot line residential would be prohibited in Tract A.

On February 10, 2016 Planning & Zoning Commission unanimously recommended approval of the revised rezoning request to amend the Canyon Trails PUD and master plan. There were far fewer number of property owners in opposition and many supported the new request.

Planning mailed a new series of property owner notices on February 11, 2016 for the City Council meeting on March 1, 2016. All returned responses must be signed by the owner and acknowledged by a notary in order to be counted, according to section 7540 (C) of the City's Zoning Ordinance. Additionally, the state mandates that should there be protest by 20 percent or more of the area of lots or land covered by the proposed change or the area of lots or land covered by the proposed change and extending 200 feet from that area, a minimum $\frac{3}{4}$ affirmative vote of all members of the governing body (City Council) will be necessary for the rezoning request to be approved and take effect. As of February 18, 2016 staff received 1 property owner response in favor (notarized) (0.73 acres or 0.54% within the PUD only); 15 in favor (but not notarized) (21.69 acres or 11.65% within the PUD and extending 200 feet), 1 in opposition (notarized) (0.76 acres or 0.57% within the PUD only), and 0 undecided/no decision. These calculations represent the highest percentage for each type of response (within the PUD only or within the PUD and extending 200 feet). An updated count will be provided to City Council on February 26, which will indicate if a super majority vote of the City Council (six votes) will be required to approve the rezoning request.

The revised Canyon Trails PUD rezoning proposal provides more compatible single-family uses, provides design elements for Tract B, eliminates all commercial uses throughout, and provides a master plan. Property owners are mostly in support of the proposed rezoning. Staff recommends approval of the ordinance, included herein.

☒ **Deputy City Manager**

☒ **Planning Administrator**

ASSOCIATED INFORMATION: Ordinance; included in the ordinance: Exhibit A – Master Plan for Development and Exhibit B – Field Notes - Canyon Trails PUD

☐ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance amending Ordinance No. 24-92 rezoning 134.73 acres of the Canyon Trails Planned Unit Development (PUD) to allow single-family detached zero lot line and single-family residential on lots 106 Canyon Trails Sec One and 107-A Canyon Trails Sec One (the two parcels which front Seymour Highway – Tract B); require design elements for all homes on Tract B; and removal of all commercial/non-residential uses previously allowed throughout the current PUD.

WHEREAS, the Planning and Zoning Commission considered the proposed rezoning request at its February 10, 2016 meeting, and voted unanimously to recommend approval of this request; and,

WHEREAS, the City Council of Wichita Falls, Texas deems that the proposed rezoning of the area hereafter described is in accordance with the Comprehensive Land Use Plan and in the public interest.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The Canyon Trails Planned Unit Development (PUD) is hereby rezoned to allow zero lot line and Single-Family (SF-1) residential development on Tract B – consisting of Lot 106 Canyon Trails Sec One and Lot 107-A Canyon Trails Sec One, establish design elements for homes on said Tract B, and removal of all commercial/non-residential uses, as permitted uses previously allowed, throughout the planned unit development (PUD).

SECTION 1. USE & DEVELOPMENT REGULATIONS:

The Canyon Trails development is represented by a Master Plan for Development, which is herein incorporated as “Exhibit A” and herein legally described in “Exhibit B” as Field Notes – Canyon Trails PUD and incorporated into this ordinance. The development regulations shall be as follows:

1. Tract A

- A. **SINGLE-FAMILY DETACHED DWELLINGS (Tract “A”):** a maximum of 110 single-family detached lots shall be permitted as shown on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract “A”) with the following exceptions:

1. 10% of the maximum number of lots may, at the developer’s discretion, have the minimum front setback reduced to 20 feet. These lots will be so marked on the Master Plan for Development.

2. Carports shall be prohibited from front and exterior side setback areas. Porte-cochere are not classified as a carport.
3. Fences shall be prohibited from front setback areas of the lots.

B. ESTATE PARCEL (Tract "A"): A large estate parcel with a maximum of 2 dwelling units shall be permitted within the area indicated for this purpose on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract "A"), with the exception that two dwelling units shall be permitted on this lot.

2. Tract B

A. SINGLE-FAMILY DETACHED DWELLINGS (Tract "B"): Single-family detached lots shall be permitted as shown on the Master Plan for Development. The site development regulations for a SF-1 zoning district (Section 3080), as amended, shall apply to these lots (Tract "B") with the following exceptions:

1. 10% of the maximum number of lots may, at the developer's discretion, have the minimum front setback reduced to 20 feet. These lots will be so marked on the Master Plan for Development.
2. Carports shall be prohibited from front and exterior side setback areas. Porte-cochere are not classified as a carport.
3. Fences shall be prohibited from front setback areas of the lots.

B. ZERO-LOT LINE RESIDENTIAL (Tract "B"): Zero-lot line detached residential structures shall be permitted as shown on the Master Plan for Development. The site development regulations for zero-lot line development (Section 5200), as amended, shall apply to these lots (Tract "B").

C. DESIGN ELEMENTS (Tract "B"):

The following design elements will be required for single-family detached and zero-lot line detached dwellings on Tract B:

1. Living Area:

Single-family and zero-lot line detached dwellings erected on the subject property shall have at least 2,000 square feet of living space, exclusive of breezeways, garages, open porches, and outbuildings.

2. Height of dwellings:

The single-family and zero-lot line detached dwellings erected upon any lot shall not be more than three (3) stories in height.

3. Garages:

Each single-family and zero-lot line detached dwelling erected upon the subject property shall have and maintain a garage or combination of porte-

cochere and garage which will be able to house not less than two (2) automobiles.

4. Roof pitch:

Minimum roof pitch for each single-family and zero-lot line detached dwelling shall provide an 8-inch vertical rise for each twelve inches of horizontal coverage (8:12), excluding two story.

3. Other Development Regulations throughout the planned unit development (PUD)

A. DEFINITIONS

1. A carport is defined in Appendix B: Zoning, section 2030
2. A residential garage is a building or part of a residence, with at least three walls, where vehicles are stored.
3. A porte-cochere is a structure attached to a single-family dwelling made of the same material and erected over a driveway, not exceeding one story in height, and open on two or more sides.

B. OPEN SPACE (Tract "A" and Tract "B"): The configuration of the open spaces, location of lakes, and a trail system shall be generally as indicated on the Master Plan for Development, subject only to the changes which may need to occur due to engineering considerations and aesthetic constraints as constructed and measured drawings are prepared prior to actual development. Areas of open space are to be developed concurrently with the phases in which they are located as shown on the Master Plan for Development. Completion of at least the trail system shall constitute completion of development of open space for each phase. Open space areas shall be established in the areas shown on the Master Plan for Development. No structures shall be allowed other than gazebos, pedestrian shelters, etc., which are normally associated with a passive recreational facility. The open space areas shall be privately maintained.

C. DEVELOPMENT PHASING: Individual plans for each phase of the development shall be subject to review and approval by the City of Wichita Falls, Texas, to assure compliance with this PUD ordinance. Each phase will be developed in accordance with the Master Plan for Development. The entire area shown on each phase must be final platted at the same time and the open space for that phase developed. The phasing sequence may be varied at the discretion of the developer, however, such phase must be platted and the open space developed prior to filing a following phase.

D. THE MASTER PLAN for DEVELOPMENT: The Master Plan for Development, referred to in this ordinance, shall be controlling regardless of who might develop the property.

- E. **ACCESS & CIRCULATION:** Access and circulation will be in accordance with the Master Plan for Development and the City of Wichita Falls Master Thoroughfare Plan.
- F. **PARKING REQUIREMENTS:** Unless otherwise stated, parking requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- G. **SIGNAGE REQUIREMENTS:** Unless otherwise stated, signage requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas.
- H. **LANDSCAPING REQUIREMENTS:** Unless otherwise stated, landscaping requirements shall be based on the Zoning Ordinance of the City of Wichita Falls, Texas, with the following exception:
- Alternate methods of landscaping may be approved by the Planning & Zoning Commission, as long as such landscaping meets the purpose of the landscaping requirements of the zoning ordinance.
- I. **BUFFERING REQUIREMENTS:** Buffering shall be required adjacent to residential areas as per Section 4600 of the Zoning Ordinance of the City of Wichita Falls, as amended, with the following exception:
- Alternate methods of buffering may be approved by the Planning & Zoning Commission, as long as such buffering meets the purpose of the buffering requirements of the zoning ordinance.
- J. **OTHER REQUIREMENTS:** All regulations of the zoning ordinance which have not been specifically addressed in this ordinance shall apply to this Planned Unit Development Ordinance and are hereby made a part hereof and included herein.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

MASTER PLAN

CANYON TRAILS

PLANNED UNIT DEVELOPMENT #92-04

ENGINEER:
BIGGS & MATHEWS, INC.
2500 BROOK STREET
WICHITA FALLS, TEXAS 76301
(940) 766-0156

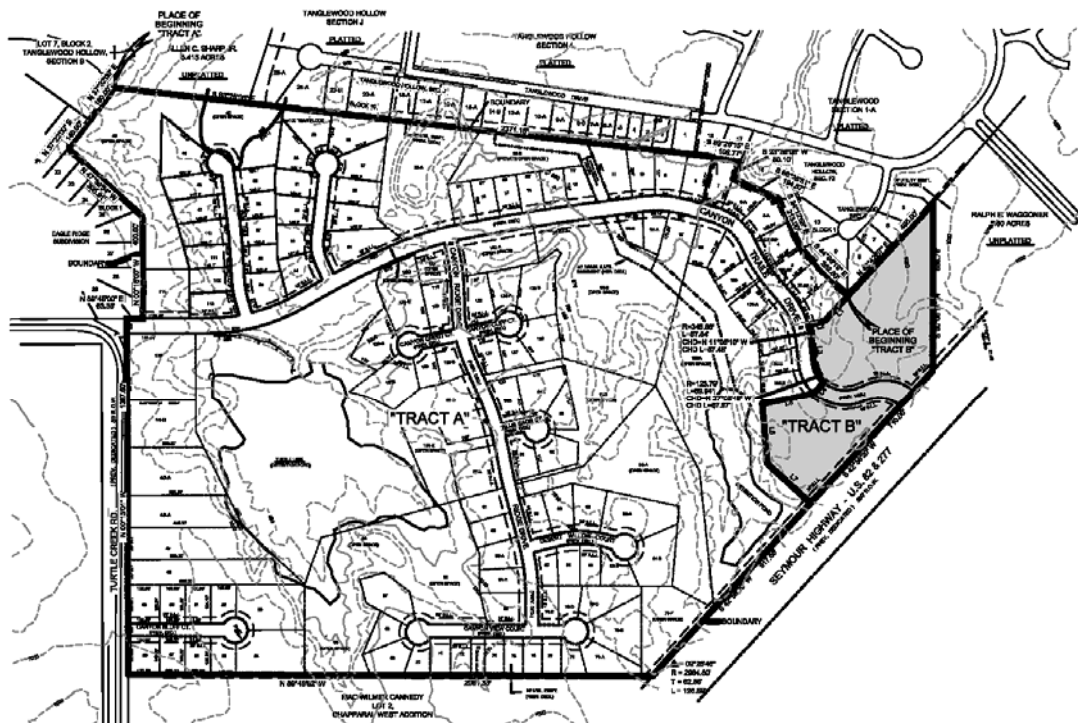


EXHIBIT B
FIELD NOTES – CANYON TRAILS PUD

ALL THAT TRACT OR PARCEL OF LAND with the buildings and improvements thereon, situated in the City of Wichita Falls, County of Wichita, State of Texas, briefly described as follows:

A TRACT OF LAND OUT OF THE ROBERT EVANS SURVEY, ABSTRACT NO. 74, WICHITA COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD AT FENCE CORNER AT THE SOUTHERN NORTHEAST CORNER OF LOT 7, TANGLEWOOD HOLLOW SECTION B, AN ADDITION TO THE CITY OF WICHITA FALLS, WICHITA COUNTY, TEXAS, AS SHOWN ON PLAT AT VOLUME 12, PAGE 7, WICHITA COUNTY PLAT RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF 5.415 ACRES OWNED BY ALLEN SHARP AND BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION;

THENCE WITH FENCE ON THE SOUTH LINE OF ALLEN SHARP TRACT AND WITH SOUTH LINE OF FIRST MERCANTILE TRACT, SOUTH 83°25'05" EAST 2371.15 FEET TO A 1/2 INCH IRON ROD FOR A CORNER OF THIS DESCRIPTION;

THENCE SOUTH 83°26'15" EAST A DISTANCE OF 106.77 FEET TO A BOLT FOUND AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1, TANGLEWOOD HOLLOW SECTION F-2, AS SHOWN ON PLAT RECORDED AT VOLUME 24, PAGE 190, WICHITA COUNTY PLAT RECORDS;

THENCE SOUTH 23°36'05" WEST 80.10 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 1, TANGLEWOOD HOLLOW, SECTION 1-A AS SHOWN ON PLAT OF RECORD AT VOLUME 8, PAGE 101, WICHITA COUNTY PLAT RECORDS;

THENCE WITH THE SOUTHWEST LINE OF BLOCK 1, SECTION 1-A, AS FOLLOWS: SOUTH 66°26'51" EAST 194.87 FEET, SOUTH 24°12'58" EAST 213.00 FEET, AND SOUTH 44°36'19" EAST 262.80 FEET TO AN IRON ROD FOUND AT THE SOUTH CORNER OF LOTS 8 AND 9;

HENCE WITH THE SOUTHEAST LINE OF BLOCK 1, SECTION 1-A, NORTH 42°42'57" EAST 495.00 FEET TO A 1 1/4 INCH IRON PIPE FOUND IN THE SOUTHEAST LINE OF LOT 3 AT THE NORTHWEST CORNER OF WAGGONER TRACT;

THENCE WITH THE WEST LINE OF THE WAGGONER TRACT, SOUTH 00°06'14" WEST 656.75 FEET TO AN IRON ROD FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 82 - 277;

THENCE WITH HIGHWAY RIGHT-OF-WAY LINE, SOUTH 42°36'20" WEST 1501.99 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2964.80 FEET;

EXHIBIT B
FIELD NOTES – CANYON TRAILS PUD

THENCE WITH SAID CURVE HAVING A CENTRAL ANGLE OF 02°25'45" FOR AN ARC DISTANCE OF 125.69 FEET TO AN IRON ROD FOUND AT THE NORTHEAST CORNER OF LOT 2, CHAPARRAL WEST ADDITION AS SHOWN ON PLAT OF RECORD AT VOLUME 23, PAGE 329, WICHITA COUNTY PLAT RECORDS;

THENCE WITH NORTH LINE OF CHAPARRAL WEST ADDITION, NORTH 89°48'52" WEST A DISTANCE OF 2061.33 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 IN THE EAST LINE OF TURTLE CREEK ROAD;

THENCE WITH THE EAST LINE OF TURTLE CREEK ROAD, NORTH 00°13'01" WEST 1397.50 FEET TO AN IRON ROD FOUND IN THE SOUTH LINE OF 16.80 ACRES CONVEYED TO SKYLINE DEVELOPERS AT VOLUME 1390, PAGE 356, WICHITA COUNTY DEED RECORDS;

THENCE NORTH 89°45'00" EAST 63.55 FEET TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 16.80 ACRES; THENCE WITH THE EAST LINE OF 16.80 ACRE TRACT AS FOLLOWS: NORTH 00°15'00" WEST 400.00 FEET, NORTH 47°36'54" WEST 395.91 FEET, AND NORTH 37°22'00" EAST 140.00 FEET TO AN IRON ROD AT ITS NORTHEAST CORNER, ALSO BEING THE SOUTH CORNER OF LOT 7, TANGLEWOOD HOLLOW, SECTION B;

THENCE NORTH 37°32'00" EAST 160.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 134.73 ACRES OF LAND, MORE OR LESS.

TRACT "A"

A TRACT OF LAND OUT OF THE ROBERT EVANS SURVEY, ABSTRACT NO. 74, WICHITA COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON ROD AT FENCE CORNER AT THE SOUTHERN NORTHEAST CORNER OF LOT 7, TANGLEWOOD HOLLOW SECTION B, AN ADDITION TO THE CITY OF WICHITA FALLS, WICHITA COUNTY, TEXAS, AS SHOWN ON PLAT AT VOLUME 12, PAGE 7, WICHITA COUNTY PLAT RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF 5.415 ACRES OWNED BY ALLEN SHARP AND BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION;

THENCE WITH FENCE ON THE SOUTH LINE OF ALLEN SHARP TRACT AND WITH SOUTH LINE OF FIRST MERCANTILE TRACT, SOUTH 83°25'05" EAST 2371.15 FEET TO A 1/2 INCH IRON ROD FOR A CORNER OF THIS DESCRIPTION;

THENCE SOUTH 83°26'15" EAST A DISTANCE OF 106.77 FEET TO A BOLT FOUND AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1, TANGLEWOOD HOLLOW

EXHIBIT B
FIELD NOTES – CANYON TRAILS PUD

SECTION F-2, AS SHOWN ON PLAT RECORDED AT VOLUME 24, PAGE 190, WICHITA COUNTY PLAT RECORDS;

THENCE SOUTH 23°36'05" WEST 80.10 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 1, TANGLEWOOD HOLLOW, SECTION 1-A AS SHOWN ON PLAT OF RECORD AT VOLUME 8, PAGE 101, WICHITA COUNTY PLAT RECORDS;

THENCE WITH THE SOUTHWEST LINE OF BLOCK 1, SECTION 1-A, AS FOLLOWS: SOUTH 66°26'51" EAST 194.87 FEET, SOUTH 24°12'58" EAST 213.00 FEET, AND SOUTH 44°36'19" EAST 262.80 FEET TO AN IRON ROD FOUND AT THE SOUTH CORNER OF LOTS 8 AND 9;

THENCE SOUTH 42°42'57" WEST 129.67 FEET TO A POINT;

THENCE SOUTH 74°09'39" WEST 68.69 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 57.54 FEET, A RADIUS OF 346.86 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 11°05'10" EAST FOR A CHORD LENGTH OF 57.48 FEET TO A POINT;

THENCE SOUTH 06°20'00" EAST 90.00 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 89.94 FEET, A RADIUS OF 123.79 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF SOUTH 27°08'48" EAST FOR A CHORD LENGTH OF 57.48 FEET TO A POINT;

THENCE SOUTH 42°02'24" WEST 60.00 FEET TO A POINT;

THENCE SOUTH 78°12'14" WEST 206.45 FEET TO A POINT;

THENCE SOUTH 04°50'04" EAST 252.21 FEET TO A POINT;

THENCE SOUTH 47°23'40" EAST 230.00 FEET TO A POINT IN THE NORTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 82 - 277;

THENCE WITH HIGHWAY RIGHT-OF-WAY LINE, SOUTH 42°36'20" WEST 917.65 FEET TO AN IRON ROD FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2964.80 FEET;

THENCE WITH SAID CURVE HAVING A CENTRAL ANGLE OF 02°25'45" FOR AN ARC DISTANCE OF 125.69 FEET TO AN IRON ROD FOUND AT THE NORTHEAST

EXHIBIT B
FIELD NOTES – CANYON TRAILS PUD

CORNER OF LOT 2, CHAPARRAL WEST ADDITION AS SHOWN ON PLAT OF RECORD AT VOLUME 23, PAGE 329, WICHITA COUNTY PLAT RECORDS;

THENCE WITH NORTH LINE OF CHAPARRAL WEST ADDITION, NORTH 89°48'52" WEST A DISTANCE OF 2061.33 FEET TO AN IRON ROD FOUND AT THE NORTHWEST CORNER OF LOT 2 IN THE EAST LINE OF TURTLE CREEK ROAD;

THENCE WITH THE EAST LINE OF TURTLE CREEK ROAD, NORTH 00°13'01" WEST 1397.50 FEET TO AN IRON ROD FOUND IN THE SOUTH LINE OF 16.80 ACRES CONVEYED TO SKYLINE DEVELOPERS AT VOLUME 1390, PAGE 356, WICHITA COUNTY DEED RECORDS;

THENCE NORTH 89°45'00" EAST 63.55 FEET TO AN IRON ROD FOUND AT THE SOUTHEAST CORNER OF SAID 16.80 ACRES; THENCE WITH THE EAST LINE OF 16.80 ACRE TRACT AS FOLLOWS: NORTH 00°15'00" WEST 400.00 FEET, NORTH 47°36'54" WEST 395.91 FEET, AND NORTH 37°22'00" EAST 140.00 FEET TO AN IRON ROD AT ITS NORTHEAST CORNER, ALSO BEING THE SOUTH CORNER OF LOT 7, TANGLEWOOD HOLLOW, SECTION B;

THENCE NORTH 37°32'00" EAST 160.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 126.19 ACRES OF LAND, MORE OR LESS.

TRACT "B"

A TRACT OF LAND OUT OF THE ROBERT EVANS SURVEY, ABSTRACT NO. 74, WICHITA COUNTY, TEXAS, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT AN IRON ROD AT FENCE CORNER AT THE SOUTHERN NORTHEAST CORNER OF LOT 7, TANGLEWOOD HOLLOW SECTION B, AN ADDITION TO THE CITY OF WICHITA FALLS, WICHITA COUNTY, TEXAS, AS SHOWN ON PLAT AT VOLUME 12, PAGE 7, WICHITA COUNTY PLAT RECORDS, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF 5.415 ACRES OWNED BY ALLEN SHARP AND BEING THE PLACE OF BEGINNING OF THIS DESCRIPTION;

THENCE WITH FENCE ON THE SOUTH LINE OF ALLEN SHARP TRACT AND WITH SOUTH LINE OF FIRST MERCANTILE TRACT, SOUTH 83°25'05" EAST 2371.15 FEET TO A 1/2 INCH IRON ROD FOR A CORNER OF THIS DESCRIPTION;

THENCE SOUTH 83°26'15" EAST A DISTANCE OF 106.77 FEET TO A BOLT FOUND AT THE SOUTHEAST CORNER OF LOT 17, BLOCK 1, TANGLEWOOD HOLLOW SECTION F-2, AS SHOWN ON PLAT RECORDED AT VOLUME 24, PAGE 190, WICHITA COUNTY PLAT RECORDS;

THENCE SOUTH 23°36'05" WEST 80.10 FEET TO AN IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 16, BLOCK 1, TANGLEWOOD HOLLOW, SECTION

EXHIBIT B
FIELD NOTES – CANYON TRAILS PUD

1-A AS SHOWN ON PLAT OF RECORD AT VOLUME 8, PAGE 101, WICHITA COUNTY PLAT RECORDS;

THENCE WITH THE SOUTHWEST LINE OF BLOCK 1, SECTION 1-A, AS FOLLOWS: SOUTH 66°26'51" EAST 194.87 FEET, SOUTH 24°12'58" EAST 213.00 FEET, AND SOUTH 44°36'19" EAST 262.80 FEET TO AN IRON ROD FOUND AT THE SOUTH CORNER OF LOTS 8 AND 9 FOR THE PLACE OF BEGINNING;

THENCE WITH THE SOUTHEAST LINE OF BLOCK 1, SECTION 1-A, NORTH 42°42'57" EAST 495.00 FEET TO A 1 1/4 INCH IRON PIPE FOUND IN THE SOUTHEAST LINE OF LOT 3 AT THE NORTHWEST CORNER OF WAGGONER TRACT;

THENCE WITH THE WEST LINE OF THE WAGGONER TRACT, SOUTH 00°06'14" WEST 656.75 FEET TO AN IRON ROD FOUND IN THE NORTHWEST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 82 - 277;

THENCE WITH HIGHWAY RIGHT-OF-WAY LINE, SOUTH 42°36'20" WEST 710.00 FEET TO A POINT;

THENCE NORTH 47°23'40" WEST 230.00 FEET LEAVING SAID RIGHT-OF-WAY LINE TO A POINT;

THENCE NORTH 04°50'04" WEST 252.21 FEET TO A POINT;

THENCE NORTH 78°12'14" EAST 206.45 FEET TO A POINT;

THENCE NORTH 42°02'24" EAST 60.00 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 89.94 FEET, A RADIUS OF 123.79 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 27°08'48" WEST FOR A CHORD LENGTH OF 57.48 FEET TO A POINT;

THENCE NORTH 06°20'00" WEST 90.00 FEET TO A POINT;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 57.54 FEET, A RADIUS OF 346.86 FEET, AND HAVING A CHORD BEARING AND DISTANCE OF NORTH 11°05'10" WEST FOR A CHORD LENGTH OF 57.48 FEET TO A POINT;

THENCE NORTH 74°09'39" EAST 68.69 FEET TO A POINT;

THENCE NORTH 42°42'57" EAST 129.67 FEET TO THE PLACE OF BEGINNING AND CONTAINING 8.54 ACRES OF LAND, MORE OR LESS.

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Ordinance making an Appropriation from Wichita Falls Regional Airport Equity Funds in the amount of \$77,000 for the purpose of purchasing ground handling equipment and restaurant furniture for the FY 2016 Budget Year

INITIATING DEPT: Aviation, Traffic, & Transportation

COMMENTARY: In early February, staff received formal notice from Envoy that they would no longer be providing ground handling service for charter aircraft operations at Wichita Falls Regional Airport. The Regional Airport has averaged 18 charter flights each year for the past two years. The absence of ground handling service for charter flights effectively eliminates the ability of charter companies, such as Sun Country, Allegiant, and Republic, to provide additional flight options for citizens in this region.

Staff proposes the equity transfer of \$63,000 for the purchase of the following ground handling equipment:

- 2 Baggage Carts
- Aircraft Tug
- Baggage Belt Loader
- Lavatory Cart

Staff proposes to purchase used equipment. Once it arrives, the equipment will be evaluated by Fleet Maintenance staff to ensure its safety and operation. Staff proposes to use City staff to provide ground handling service for the charter activities. In addition, staff proposes to charge fees for this service. Analysis shows that the purchased equipment will have a payback period of 1.75 years if the current rate of 18 charter flights per year continues. Once the payback period has been completed, this ground handling equipment can be used to generate additional revenue for airport operations and debt service. The first charter activity scheduled for the Airport, assuming that ground handling service can be provided, is March 29, 2016.

Finally, the restaurant has experienced rapid growth since opening three months ago. Seating for large groups is currently available, but the furniture used to accommodate larger groups consists of borrowed folding stock. The restaurant has requested the purchase of one (1) ten-person table, two (2) eight-person tables, and 32 additional chairs. The purchased table and chairs will match the current inventory of furniture in the restaurant area. Should the restaurant go out of business, the Airport will retain ownership of this equipment. As agreed with the restaurant proprietor, this will be the last major purchase made for the restaurant using Airport funds. The cost of this furniture is calculated to be \$14,000.

The transfer of \$77,000 from Wichita Falls Regional Airport Equity will allow airport staff to purchase the identified items. There is currently \$618,123 in available Regional Airport Equity funds.

☒ **Director, Aviation, Traffic, & Transportation**

ASSOCIATED INFORMATION: Ordinance

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance making an Appropriation from Wichita Falls Regional Airport Equity Funds in the amount of \$77,000 for the purpose of purchasing ground handling equipment and restaurant furniture for the FY 2016 Budget Year

WHEREAS, the Council desires to use reserve funds in the Wichita Falls Regional Airport Equity Fund to purchase ground handling equipment and restaurant furniture for Wichita Falls Regional Airport; and,

WHEREAS, the ground handling equipment and restaurant furniture were not included in the FY 2016 Budget; and,

WHEREAS, this purchase is estimated to cost no more than \$77,000.00; and,

WHEREAS, Wichita Falls Regional Airport will require \$77,000 in equity funds to complete the purchase of ground handling equipment and restaurant furniture.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

An appropriation in the amount of \$77,000 from the Wichita Falls Regional Airport Equity Fund is hereby approved for the purchase of ground handling equipment and restaurant furniture for Wichita Falls Regional Airport.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Ordinance Deleting Division 2 of Article III of Chapter 2 of the Code of Ordinances, entitled Arts Commission, in its Entirety; Reserving Sections 2-126 – 2-131

INITIATING DEPT: MPEC

COMMENTARY: The City's management of its arts funding has historically been performed by the City's Arts Commission. The newly formed Wichita Falls Alliance for Art and Culture, a 501(c)(3), has approached the City asking to take on the responsibility of managing the City's arts spending. Should the City Council decide to enter into partnership with the Wichita Falls Alliance for Art and Culture, there would be no need to keep the Arts Commission and this ordinance's purpose is to amend the Code of Ordinances deleting that Commission.

☒ **Director of MPEC**

ASSOCIATED INFORMATION: Ordinance

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Ordinance No. _____

Ordinance Deleting Division 2 of Article III of Chapter 2 of the Code of Ordinances, entitled Arts Commission, in its Entirety; Reserving Sections 2-126 – 2-131

WHEREAS, the City is committed to promoting the arts and culture in Wichita Falls; and,

WHEREAS, the Wichita Falls Alliance for Art and Culture is a new non-profit that has been organized in Wichita Falls, whose purpose is the promotion of the arts in the community; and,

WHEREAS, the City wishes to enter into an agreement with the Wichita Falls Alliance for Art and Culture, wherein the Alliance will manage the annual arts grants made by the City; and,

WHEREAS, historically, the City's Arts Commission filled this important role; and,

WHEREAS, the City's use of the Wichita Falls Alliance for Art and Culture makes the City's Arts Commission moot.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

Division 2 of Article III of Chapter 2 of the Code of Ordinances, entitled Arts Commission, is hereby deleted in its entirety.

Sections 2-126 – 2-131 are hereby reserved.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Wichita Falls and the Wichita Falls Alliance for Arts and Culture to oversee grant allocations through Hotel Occupancy Tax funding

INITIATING DEPT: Multi Purpose Events Center

COMMENTARY: The newly formed Wichita Falls Alliance for Arts and Culture has been working with the City to develop a more organized process for grant funding to arts organizations through Hotel Occupancy Tax funding. With the dissolution of the Arts Commission, the Wichita Falls Alliance for Arts and Culture will take over that role of sending out grant application letters, reviewing the applications from arts organizations, distributing the allocated hotel occupancy tax monies to the approved organizations, as well as institute accountability measures for those organizations receiving funding. The term of the initial MOU will be one year.

☒ **Director of MPEC**

ASSOCIATED INFORMATION: Resolution

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the City Manager to execute a Memorandum of Understanding between the City of Wichita Falls and the Wichita Falls Alliance for Arts and Culture to oversee grant allocations through Hotel Occupancy Tax funding

WHEREAS, The Alliance was created in 2015 to strengthen and elevate the arts and cultural resources in the city, including all the visual, performing arts and cultural organizations and individual artists; and,

WHEREAS, The Alliance is the leading advocate for inspiring participation, support, appreciation, and leadership for quality arts and arts education programs; and,

WHEREAS, The Alliance promotes the arts through advocacy, publicity, funding, and policy development; and,

WHEREAS, The Alliance works cooperatively with arts, cultural and community based service agencies to strengthen skills and infrastructure for arts organizations and artists to support high quality artistic programming; and,

WHEREAS, The Alliance's work encourages development and improvement of the community; and,

WHEREAS, the City wishes to have The Alliance administer the City's funding for the arts as well as perform the services provided as detailed below; and,

WHEREAS, the arts funds used are receipts from the hotel motel occupancy taxes; and,

WHEREAS, the parties desire to reduce their mutual agreements to writing with this MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The City Manager is authorized to execute a Memorandum of Understanding, in a form approved by the City Attorney, with the Wichita Falls Alliance for Arts and Culture.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WICHITA FALLS, TEXAS
AND THE WICHITA FALLS ALLIANCE FOR ARTS AND CULTURE

This Memorandum of Understanding (“MOU”) is made by and between the CITY OF WICHITA FALLS, a municipal corporation, hereinafter referred to as the “City,” of 1300 7th Street, Wichita Falls, Texas 76301, and THE WICHITA FALLS ALLIANCE FOR ARTS AND CULTURE, a Texas non-profit corporation, hereinafter referred to as “The Alliance,” of 1005 9th Street, Suite 102, Wichita Falls, Texas 76301.

WHEREAS, The Alliance was created in 2015 to strengthen and elevate the arts and cultural resources in the city, including all the visual, performing arts and cultural organizations and individual artists; and,

WHEREAS, The Alliance is the leading advocate for inspiring participation, support, appreciation, and leadership for quality arts and arts education programs; and,

WHEREAS, The Alliance promotes the arts through advocacy, publicity, funding, and policy development; and,

WHEREAS, The Alliance works cooperatively with arts, cultural and community based service agencies to strengthen skills and infrastructure for arts organizations and artists to support high quality artistic programming; and,

WHEREAS, The Alliance’s work encourages development and improvement of the community; and,

WHEREAS, the City wishes to have The Alliance administer the City’s funding for the arts as well as perform the services provided as detailed below; and,

WHEREAS, the arts funds used are receipts from the hotel motel occupancy taxes; and,

WHEREAS, the parties desire to reduce their mutual agreements to writing with this MOU.

NOW THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

ARTICLE I
RECITALS AND PURPOSE

Section 1.1 Recitals. The recitals set forth above constitute an integral part of this MOU and are incorporated herein by this reference as if fully set forth herein as agreements of the parties.

Section 1.2 Purpose. The purpose of this MOU is to set forth the terms and conditions under which The Alliance will work with the City and to set forth the obligations of each party.

ARTICLE II

TERM

Section 2.1 **Term.** The term of this MOU shall begin on the date of execution, and shall end on _____.

ARTICLE III

PAYMENTS, SERVICES, AND RESPONSIBILITIES

Section 3.1 **Services provided The Alliance to the City.** The Alliance will provide the following services to the City:

3.1.1. manage and review arts funds disbursements from City, ensure distributed funds are used for preapproved uses, and produce to City final reports and evaluations of all grants made using City funds to Wichita Falls arts and cultural organizations;

3.1.2. provide management and technical assistance support to all potential applicants to improve the quality of services proposed for the public;

3.1.3 provide promotional support to encourage participation in arts and cultural services to residents and visitors to Wichita Falls and the surrounding region.

Section 3.2 **Financial Statements.** The Alliance shall provide a copy, at least quarterly, listing the hotel occupancy tax expenditures made by the Alliance. Further, the Alliance shall provide a copy of the preceding year's financial statement to the City Finance Office following the end of each fiscal year.

Section 3.3 **Annual Appropriations.** The provisions of this MOU which require the City to expend funds are expressly made subject to annual appropriation by the City. If, during any subsequent fiscal year the City shall fail to appropriate funds to pay for the services to be provided hereunder, then and in that event The Alliance shall have the option to terminate this MOU, and upon any such termination, neither party shall have any liability to the other arising from the otherwise unexpired term.

Section 3.4 **Separate Bank Account.** The Alliance understands and agrees it is required to maintain the hotel occupancy tax revenue in a separate bank account that may not be commingled with any other account.

ARTICLE IV

ASSIGNMENT

Section 4.1 **Assignment.** The Alliance is not authorized to sell or assign its interests in this MOU without the prior written consent of City.

ARTICLE V

INDEMNIFICATION

Section 5.1 **Indemnification.** The Alliance shall indemnify and hold harmless City, its Agents and Employees from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of this contract,

sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of The Alliance or its agents, employees or subcontractors.

ARTICLE VI **MISCELLANEOUS**

Section 6.1 Notices. All notices given hereunder shall be made by hand delivery or certified mail, return receipt requested, to the parties at the following addresses:

City of Wichita Falls

Attn: _____

1700 Third Street

Wichita Falls, Texas 76301

Wichita Falls Alliance for Arts and Culture

Executive Director

1005 9th Street, Suite 102

Wichita Falls, Texas 76301

Section 6.2 Change of Contacts. The Alliance agrees to notify City of any changes in its point of contact or the address of business correspondence, within thirty (30) days after said change.

Section 6.3 No Partnership. City does not, in any way or for any purpose, become a partner of The Alliance in the conduct of its business, or otherwise, or joint venture or a member of a joint enterprise with The Alliance.

Section 6.4 Non-Discrimination. The Alliance shall not on the grounds of race, color, sex, creed, religion, ancestry, national origin or disability discriminate or permit discrimination against any person or group of persons, in any manner prohibited by local, state or federal laws. The Alliance further agrees to comply with any requirements made to enforce the foregoing which may be required of or by the City.

Section 6.5 Waivers. The failure by one party to require performance of any provision herein shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

Section 6.6 Integration. This MOU and the agreements and documents referred to herein (including any exhibits and schedules incorporated herein) contain the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements, negotiations, and understandings, whether written or oral, relating to the subject matter hereof.

Section 6.7 Amendments. This MOU may only be amended by a written document duly executed by all parties.

Section 6.8 Counterparts. This MOU may be executed in counterparts; each such

counterpart shall be deemed an original and when taken together with other signed counterparts, shall constitute one MOU.

Section 6.9 Entire Agreement. This Agreement, and the Exhibits and Riders, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between City and The Alliance. The headings and numbering of the different paragraphs of this MOU are inserted for convenience only and are not to control or affect the meaning, construction or effect of each provision. The parties agree that each party has reviewed this MOU and has had the opportunity to have its counsel review the same.

Section 6.10 Attorney Fees. If any action at law or in equity is necessary to enforce this Agreement, each party agrees to pay its own attorney's fees and will not seek to recover its attorneys' fees from the other party. The Alliance understands that pursuant to TEXAS LOCAL GOVERNMENT CODE §271.153(a)(3), the total amount of money awarded in an adjudication brought against a governmental entity for breach of contract includes reasonable and necessary attorneys' fees that are equitable and just. The Alliance expressly waives its statutory rights to recover attorneys' fees as outlined in §271.153(a)(3).

Section 6.11 Severability. If any provision of this MOU is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this MOU, which shall remain in full force and effect.

Section 6.12. Governing Law. The laws of the State of Texas shall govern this contract, and all obligations hereunder of the parties are performed in Wichita County, Texas.

Dated this ____ day of _____, 2016.

CITY OF WICHITA FALLS, TEXAS

THE WICHITA FALLS ALLIANCE FOR
ARTS AND CULTURE

By:_____

By:_____
Mayor Title:

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution authorizing award of bid for the purchase of two 1-ton service trucks with L-21 winches from the low bidder, Wichita Falls Ford-Lincoln, Inc., in the amount of \$74,334.94; and award of bid for the purchase of one 1-ton service truck with a 2700AR winch from the low bidder, Pruitt Ford, LLC in the amount of \$43,707.95; or to the local bidder Wichita Falls Ford-Lincoln, Inc., in the amount of \$43,877.47.

INITIATING DEPT: Finance/Purchasing

COMMENTARY: Bids were opened February 8, 2016 for the purchase of three 1-ton cab and chassis with Knapheide service bodies. Two of the units are to be equipped with L-21 winches and one unit is to be equipped with a 2700AR winch. All are replacement units (summary attached). Three bids were received (bid tabulation attached).

Local Government Code Section §271.9051allows a municipality to award a bid that is within five percent of the lowest bid price received to the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.....

The local bidder for the 1-ton service truck with a 2700AR winch, Wichita Falls Ford-Lincoln, Inc., is within 0.386% (\$169.52) and meets the Local Government Code requirements for awarding a bid using the local preference provision. As a result, this resolution has been prepared to give the City Council the option to go with either of the two qualified bidders. A representative of Wichita Falls Ford-Lincoln, Inc. will be present at the Council meeting to discuss his company's economic impact to the local community to assist with this decision. Both bidders are acceptable.

Budgeted Cost \$105,000.00

☒ **Purchasing Agent**

☒ **Director of Finance**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review:**

☒ **City Attorney Review:**

☒ **City Manager Approval**







2/8/2016

BID TABULATION
BID # 16-06 1-TON CAB AND CHASSIS W/ SERVICE BODY

BID 16-06 1-TON CAB & CHASSIS W/ SERVICE BODY
(2 ADDENDUMS)

VENDOR	MODEL	REG CAB W/ L-21 WINCH (2 EA)		REG CAB W/ 2700AR WINCH
		UNIT	EXT COST	UNIT
GRAPEVINE DCJ	DODGE RAM 3500	\$ 40,067.00	\$ 80,134.00	\$ 46,867.00
PRUITT FORD	FORD F350	\$ 37,608.95	\$ 75,217.90	\$ 43,707.95
WICHITA FALLS FORD	FORD F350	\$ 37,167.47	\$ 74,334.94	\$ 43,877.47

**BID 16-06 1-TON CAB & CHASSIS W/ SERVICE BODY
(3 EACH)**

REPLACING:

DEPARTMENT	UNIT	YEAR	MAKE	MODEL	MILEAGE
PARK MAINTENANCE	218	2002	CHEVROLET	C3500	202,660
WATER DISTRIBUTION	1665	2001	FORD	F350	267,000
WATER PURIFICATION	1712	1999	DODGE	3500	196,204

COMMENTS:

All units are being replaced due to high mileage and the rising costs of repairs.

Resolution No. _____

Resolution authorizing award of bid for the purchase of two 1-ton service trucks with L-21 winches from the low bidder, Wichita Falls Ford-Lincoln, Inc., in the amount of \$74,334.94; and award of bid for the purchase of one 1-ton service truck with a 2700AR winch from the low bidder, Pruitt Ford, LLC in the amount of \$43,707.95; or to the local bidder Wichita Falls Ford-Lincoln, Inc., in the amount of \$43,877.47

WHEREAS, the City advertised and requested bids for the purchase of three 1-ton service trucks, two to be equipped with L-21 winches and one to be equipped with a 2700AR winch; and,

WHEREAS, the city has reviewed the bid from the low bidder for the 1-ton service truck with a 2700AR winch, Pruitt Ford, LLC in the amount of \$43,707.95; and the local bidder Wichita Falls Ford-Lincoln, Inc., in the amount of \$43,877.47, and find both acceptable, and

WHEREAS, Local Government Code Section §271.9051allows a municipality to award a bid that is within five percent of the lowest bid price received to the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.....

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

City staff are authorized to execute all documents necessary to purchase:

Two 1-ton service trucks with L-21 winches from the low bidder Wichita Falls Ford-Lincoln, Inc. in the amount of \$74,334.94;

and,

One 1-ton service truck with a 2700AR winch from the low bidder Pruitt Ford, LLC in the amount of \$43,707.95.

or

One 1-ton service truck with a 2700AR winch from the local bidder, Wichita Falls Ford-Lincoln, Inc. in the amount of \$43,877.47.

PASSED AND APPROVED this the 1st day of March, 2016.

M A Y O R

ATTEST:

City Clerk

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution awarding bid and contract for the 2016 Asphalt Street Rehabilitation Project to Freeman Paving, L.L.C. in the amount of \$1,455,927.88

INITIATING DEPT: Public Works

COMMENTARY: On February 16, 2016, bids were opened for the 2016 Asphalt Street Rehabilitation Project. This project is to rehab asphalt streets and complete base repair at various locations. This is the first of two separate projects that staff will be bidding this year as part of the overall Annual Street Rehab Project. A concrete street rehab will be presented over the next two months

The bids received for this project are as follows:

<u>COMPANY</u>	<u>AMOUNT</u>
Freeman Paving LLC – Vernon, TX	\$ 1,455,927.88
Bobby Bounds Excavation, Inc. – Wichita Falls, TX	\$ 1,825,012.63
Old Castle Pavement Solutions – Dallas, TX	\$ 2,681,079.25

Construction of this project should require approximately 180 consecutive days to complete. The award would include the addition of the Call Field Road and the Midwestern Parkway. The Call Field Road addition is a spot repair west of the McNiel Avenue intersection. The Midwestern Parkway addition is mainly repairs near the bridge over Holliday Creek east of Hampstead Boulevard.

Staff has worked with Freeman Paving on several other City projects and believes them to be capable of completing this work, therefore staff recommends award of the contract to Freeman Paving LLC in the amount of \$1,455,927.88, based on unit price quantities.

☒ **Director, Public Works**

ASSOCIATED INFORMATION: Resolution, Location Map, Bid Tab

☐ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution awarding bid and contract for the 2016 Asphalt Street Rehabilitation Project to Freeman Paving, L.L.C. in the amount of \$1,455,927.88

WHEREAS, the City of Wichita Falls has advertised for bids for the 2016 Asphalt Street Rehabilitation Project; and,

WHEREAS, it is found that the lowest responsible bidder is Freeman Paving, L.L.C., who made a unit price bid with an estimated total of \$1,455,927.88.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

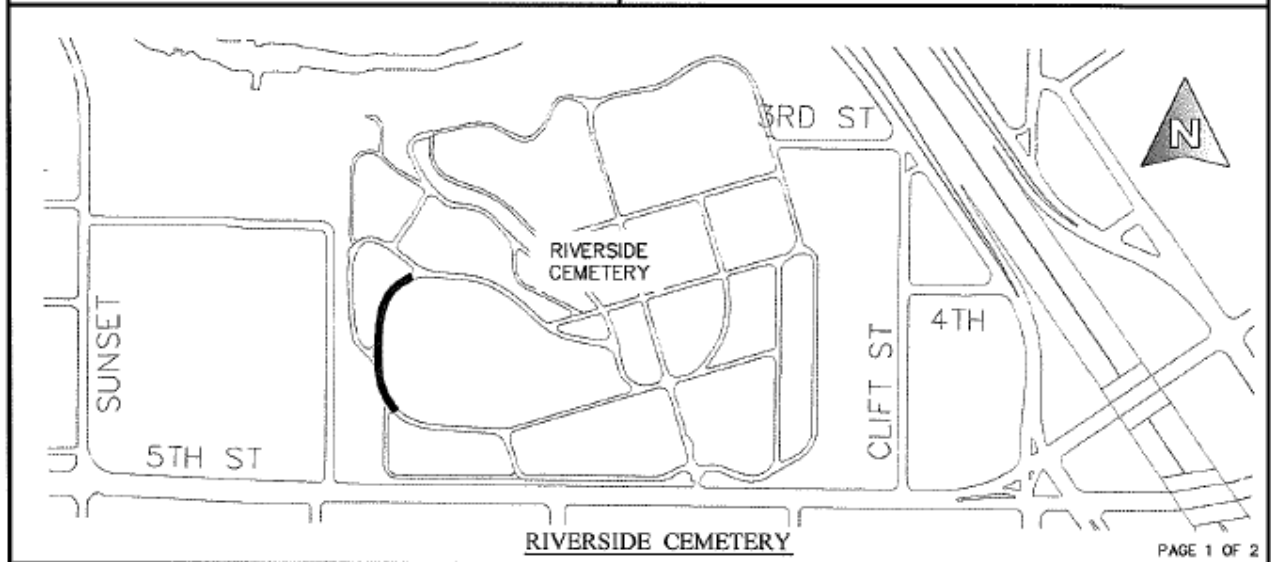
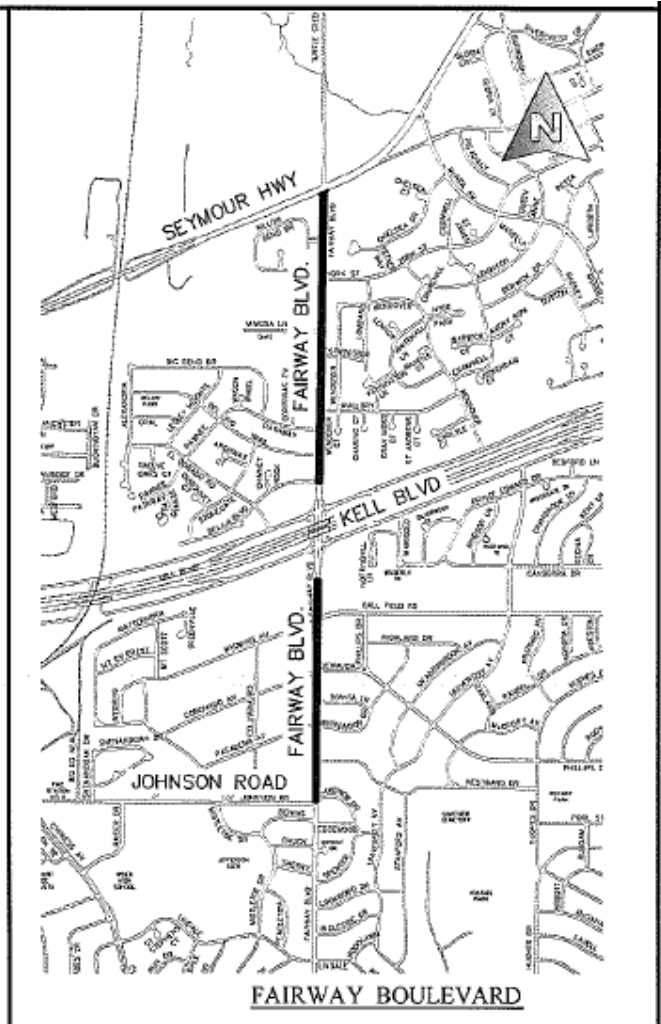
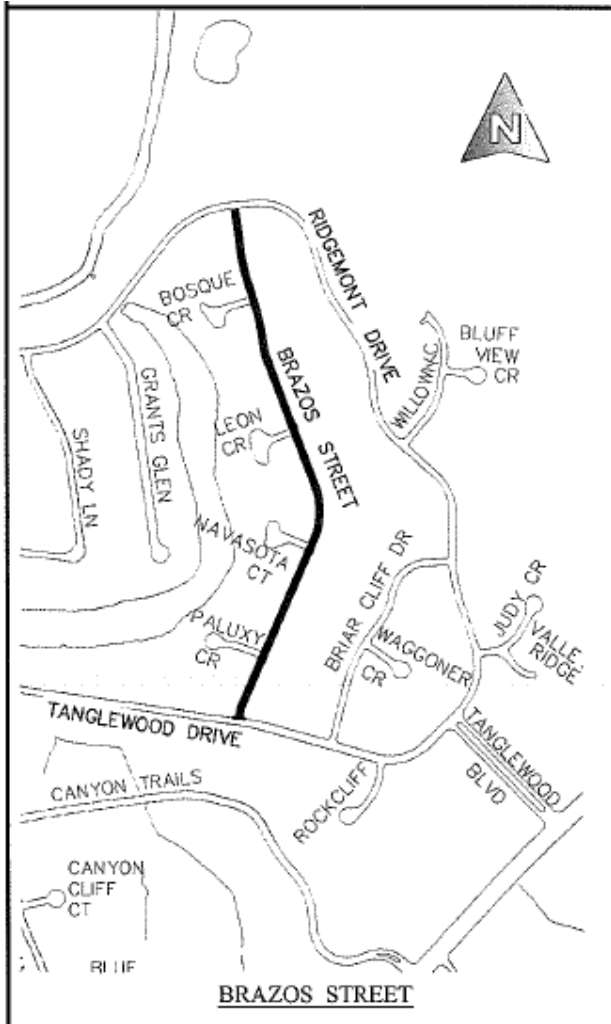
The unit price bid for the 2016 Asphalt Street Rehabilitation Project is awarded to Freeman Paving, L.L.C., in an estimated total amount of \$1,455,927.88, and the City Manager is authorized to execute a contract for the City with said Contractor for the construction of such project.

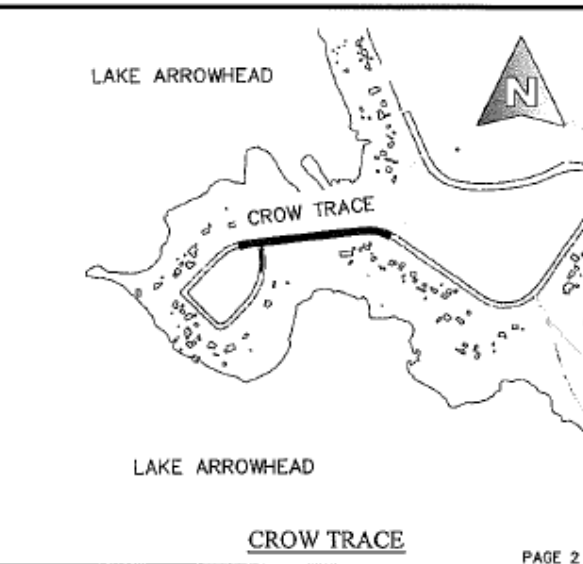
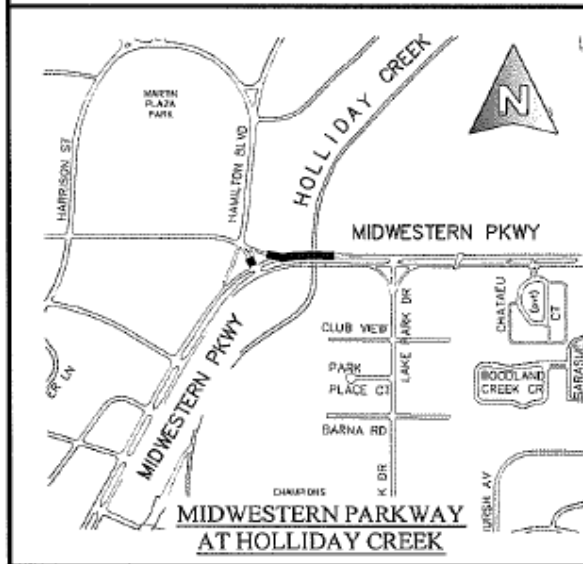
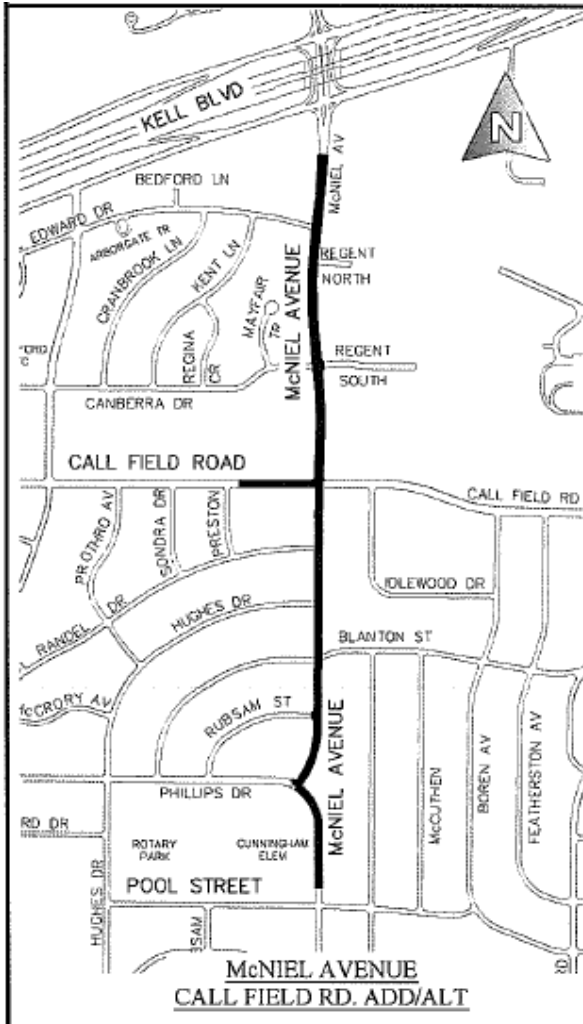
PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk





2016 Asphalt Street Rehabilitation Project, BID TAB				Engineer Estimate	Freeman Paving LLC		Bobby Bounds Excavation, Inc.		Old Castle Pavement Solutions	
ESTIMATED QUANTITIES					Price	Cost	Price	Cost	Price	Cost
Pay Item	Description	Unit	Project Totals							
200.1	SITE PREP & MOBILIZATION (NOT TO EXCEED 5%)	LS	1		\$50,000.00	\$50,000.00	\$70,000.00	\$70,000.00	\$150,000.00	\$150,000.00
302-D	TYPE D HMAC	TON	8,150		\$78.50	\$639,775.00	\$95.00	\$774,250.00	\$110.00	\$896,500.00
305.1	REMOVE & REPLACE CURB & GUTTER	LF	1,490		\$28.00	\$41,720.00	\$43.00	\$64,070.00	\$53.75	\$80,087.50
305.2	REMOVE & REPLACE VALLEY GUTTER	SY	545		\$75.00	\$40,875.00	\$78.00	\$42,510.00	\$98.00	\$53,410.00
305.2-D	REMOVE AND REPLACE DRIVE APPROACH	SY	100		\$95.00	\$9,500.00	\$82.00	\$8,200.00	\$102.00	\$10,200.00
305.2-PED	PEDESTRIAN RAMP	EA	21		\$2,000.00	\$42,000.00	\$1,800.00	\$37,800.00	\$1,312.00	\$27,552.00
305.2-SW	4" CONCRETE SIDEWALK	SY	20		\$50.00	\$1,000.00	\$58.00	\$1,160.00	\$72.00	\$1,440.00
402	BASE REPAIR	SY	10,191		\$45.00	\$458,595.00	\$55.00	\$560,505.00	\$97.00	\$988,527.00
403	MILLING	SY	70,145		\$1.25	\$87,681.25	\$2.40	\$168,348.00	\$4.60	\$322,667.00
801	TRAFFIC CONTROL	LS	1		\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00	\$45,000.00	\$45,000.00
804-4WD	4" WHITE DASH STRIPING - 100 MIL THICK	LF	4,090		\$1.47	\$6,012.30	\$1.47	\$6,012.30	\$0.75	\$3,067.50
804-4WS	4" WHITE SOLID STRIPING - 100 MIL THICK	LF	450		\$1.03	\$463.50	\$1.03	\$463.50	\$0.75	\$337.50
804-4YD	4" YELLOW DASH STRIPING - 100 MIL THICK	LF	540		\$1.47	\$793.80	\$1.47	\$793.80	\$0.75	\$405.00
804-4YS	4" YELLOW SOLID STRIPING - 100 MIL THICK	LF	13,701		\$1.03	\$14,112.03	\$1.03	\$14,112.03	\$0.75	\$10,275.75
804-12WS	12" WHITE SOLID STRIPING - 100 MIL THICK	LF	148		\$5.50	\$814.00	\$5.50	\$814.00	\$5.00	\$740.00
804-18YA	18" WHITE YIELD ARROS (PREFAB TYPE C)	EA	32		\$69.00	\$2,208.00	\$69.00	\$2,208.00	\$31.25	\$1,000.00
804-24WS	24" WHITE SOLID STRIPING - 100 MIL THICK	LF	200		\$7.42	\$1,484.00	\$7.42	\$1,484.00	\$7.50	\$1,500.00
804-STA	SINGLE TURN ARROW (PREFAB TYPE C)	EA	6		\$323.00	\$1,938.00	\$323.00	\$1,938.00	\$220.00	\$1,320.00
804-DTA	DOUBLE TURN ARROW (PREFAB TYPE C)	EA	4		\$511.00	\$2,044.00	\$511.00	\$2,044.00	\$312.50	\$1,250.00
804-W	WORD (PREFAB TYPE C)	EA	4		\$478.00	\$1,912.00	\$500.00	\$2,000.00	\$281.25	\$1,125.00
Base Bid Total				\$1,900,000.00	\$1,422,927.88	\$1,788,712.63	\$2,596,404.25			
ADD/ALTS										
Pay Item	Description	Unit	Project Totals		Price	Cost	Price	Cost	Price	Cost
402-ALT	BASE REPAIR	SY	195		\$50.00	\$9,750.00	\$55.00	\$10,725.00	\$160.00	\$31,200.00
Callfield Road ADD/ALT Bid Total					\$9,750.00	\$10,725.00	\$31,200.00			
402-ALT	BASE REPAIR	SY	465		\$50.00	\$23,250.00	\$55.00	\$25,575.00	\$115.00	\$53,475.00
Midwestern Pkwy ADD/ALT Bid Total					\$23,250.00	\$25,575.00	\$53,475.00			
Awarded Contract Amount (Base Bid + Above Add/Alts)					\$1,455,927.88	\$1,825,012.63	\$2,681,079.25			
302-D-ALT	TYPE D HMAC	TON	1,350		\$78.50	\$105,975.00	\$95.00	\$128,250.00	\$110.00	\$148,500.00
403-ALT	MILLING	SY	4,450		\$1.25	\$5,562.50	\$2.40	\$10,680.00	\$4.60	\$20,470.00
804-4WD-ALT	4" WHITE DASH STRIPING - 100 MIL THICK	LF	990		\$1.47	\$1,455.30	\$1.47	\$1,455.30	\$0.75	\$742.50
804-4WS-ALT	4" WHITE SOLID STRIPING - 100 MIL THICK	LF	43		\$1.03	\$44.29	\$1.03	\$44.29	\$0.75	\$32.25
804-4YS-ALT	4" YELLOW SOLID STRIPING - 100 MIL THICK	LF	3,648		\$1.03	\$3,757.44	\$1.03	\$3,757.44	\$0.75	\$2,736.00
804-8WS-ALT	8" WHITE SOLID STRIPING - 100 MIL THICK	LF	100		\$2.06	\$206.00	\$2.06	\$206.00	\$2.50	\$250.00
804-18YA-ALT	18" WHITE YIELD ARROWS (PREFAB TYPE C)	EA	24		\$69.00	\$1,656.00	\$69.00	\$1,656.00	\$31.25	\$750.00
804-24WS-ALT	24" WHITE SOLID STRIPING - 100 MIL THICK	LF	218		\$69.00	\$15,042.00	\$7.42	\$1,617.56	\$7.50	\$1,635.00
804-STA-ALT	SINGLE TURN ARROW (PREFAB TYPE C)	EA	4		\$383.00	\$1,532.00	\$323.00	\$1,292.00	\$220.00	\$880.00
Barnett Road ADD/ALT Bid Total					\$135,230.53	\$148,958.59	\$175,995.75			

402-ALT	BASE REPAIR	SY	525		\$50.00	\$26,250.00	\$55.00	\$28,875.00	\$110.00	\$57,750.00
Seymour Road ADD/ALT Bid Total						\$26,250.00		\$28,875.00		\$57,750.00
402-ALT	BASE REPAIR	SY	340		\$50.00	\$17,000.00	\$55.00	\$18,700.00	\$155.00	\$52,700.00
Taft Blvd ADD/ALT Bid Total						\$17,000.00		\$18,700.00		\$52,700.00
302-D-ALT	TYPE D HMAC	TON	2,225		\$78.50	\$174,662.50	\$95.00	\$211,375.00	\$110.00	\$244,750.00
402-ALT	BASE REPAIR	SY	600		\$50.00	\$30,000.00	\$55.00	\$33,000.00	\$115.00	\$69,000.00
403-ALT	MILLING	SY	20,100		\$1.25	\$25,125.00	\$2.40	\$48,240.00	\$4.60	\$92,460.00
804-4WD-ALT	4" WHITE DASH STRIPING - 100 MIL THICK	LF	1,320		\$1.47	\$1,940.40	\$1.47	\$1,940.40	\$0.75	\$990.00
804-4WS-ALT	4" WHITE SOLID STRIPING - 100 MIL THICK	LF	300		\$1.03	\$309.00	\$1.03	\$309.00	\$0.75	\$225.00
804-8WS-ALT	8" WHITE SOLID STRIPING - 100 MIL THICK	LF	70		\$2.06	\$144.20	\$2.06	\$144.20	\$2.50	\$175.00
804-18YA-ALT	18" WHITE YIELD ARROWS (PREFAB TYPE C)	EA	21		\$69.00	\$1,449.00	\$69.00	\$1,449.00	\$31.25	\$656.25
804-24WS-ALT	24" WHITE SOLID STRIPING - 100 MIL THICK	LF	179		\$7.42	\$1,328.18	\$7.42	\$1,328.18	\$7.50	\$1,342.50
804-PM-ALT	PEDESTRIAN MARKER (CUSTOM)	EA	2		\$1,800.00	\$3,600.00	\$1,800.00	\$3,600.00	\$1,875.00	\$3,750.00
804-STA-ALT	SINGLE TURN ARROW (PREFAB TYPE C)	EA	1		\$383.00	\$383.00	\$323.00	\$323.00	\$220.00	\$220.00
804-W-ALT	WORD (PREFAB TYPE C)	EA	2		\$478.00	\$956.00	\$478.00	\$956.00	\$281.25	\$562.50
Midwestern Pkwy ADD/ALT Bid Total						\$239,897.28		\$302,664.78		\$414,131.25
402-ALT	BASE REPAIR	SY	1,200		\$50.00	\$60,000.00	\$55.00	\$66,000.00	\$120.00	\$144,000.00
Armory Road ADD/ALT Bid Total						\$60,000.00		\$66,000.00		\$144,000.00
Total Bid including all Add/Alts				\$2,500,000.00		\$1,934,305.69		\$2,390,211.00		\$3,525,656.25

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$463,000 for the GuideIT Project

INITIATING DEPT: City Manager's Office

COMMENTARY: TEXAS LOCAL GOVERNMENT CODE § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation." On February 18, 2016, the WFEDC recommended approval of the following item:

GuideIT Project – GuideIT is an Information Technology Firm that provides assistance to companies to fulfill their missions through the advancement and optimization of technology. The GuideIT leadership team was assembled with people experienced in pioneering and leading IT Services in EDS and Perot Systems and redefine IT Services by helping companies *do technology right*. They are a third-party service provider to corporations around the world with its primary headquarters in Plano, Texas. The project in Wichita Falls is expected to provide an additional 91 jobs over a two to three year period principally in Service Desk and IT Operations positions. They plan to lease space initially in the Energy Center.

The WFEDC incentives are based on:

- Cash for jobs in the amount of \$463,000 for creating and retaining 91 jobs in Wichita Falls over a three-year period.
- Should GuideIT close the Wichita Falls operation for any reason, all incentive payments made in the preceding 24 months will become due and payable to the WFEDC.

A draft Performance Agreement is included that outlines the specific terms of this incentive package. Staff recommends approval of the WFEDC programs and expenditures as detailed above.

☒ **Deputy City Manager**

ASSOCIATED INFORMATION: DRAFT Performance Agreement for GuideIT, WFEDC Revised FY 2016 Budget

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution approving the programs and expenditures of the Wichita Falls Economic Development Corporation (WFEDC) and amending the budget to include up to \$463,000 for the GuideIT Project

WHEREAS, Texas Local Gov't. Code § 501.073(a) provides "The corporation's authorizing unit will approve all programs and expenditures of a corporation and annually review any financial statements of the corporation"; and,

WHEREAS, on February 18, 2016, the WFEDC approved the Project listed below and as stated in its agenda.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

1. The Wichita Falls Economic Development Corporation's approval and funding of the following programs and expenditures for the GuideIT Project, as described below and in said corporation's agenda, are approved:

- Cash for jobs in the amount of \$463,000 for creating and retaining 91 jobs in Wichita Falls over a three-year period.
- Should GuideIT close the Wichita Falls operation for any reason, all incentive payments made in the preceding 24 months will become due and payable to the WFEDC.

2. The current fiscal year budget of the WFEDC is amended to provide for the aforementioned expenditures and changes thereto.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

**Performance Agreement between the Wichita Falls Economic Development Corporation
and GuideIT, LLC, a Texas limited liability company,
for Incentives to Create Primary Jobs at the Energy Center Building
at 710 Lamar Street in Wichita Falls, Wichita County, Texas**

This Performance Agreement (“Agreement”) is entered into on _____, 2016, by and between the Wichita Falls Economic Development Corporation (“WFEDC”), a Texas development corporation authorized under the Texas Development Corporation Act of 1979, Section 4A, (“Act”), and **GuideIT, LLC**, a Texas limited liability company (“Company”).

Whereas, the Act authorizes the WFEDC to contract with companies whose activities are defined as primary jobs and classified as **541511**, **541512**, and **541513** by the North American Industry Classification System (NAICS); and

Whereas, Company seeks to come to the City of Wichita Falls, Texas (the “City”) in order to open a business to provide IT management and consulting services at the Energy Center Building at 710 Lamar Street, Wichita Falls, Texas 76301, and represents that the Company’s Facility will employ approximately 91 new full-time positions with benefits (the “Project”); and

Whereas, Company estimates it will have (i) leased the Facility, (ii) made a significant capital investment in equipping the Facility, and (iii) begun creating positions for employing its new full time work force and filling those positions for the Project by April 1, 2016; and,

Whereas, Company and the WFEDC mutually find that a similar project could be located in alternative facilities outside the Wichita Falls region, and the Project is expected not to occur in the local area unless it receives the support and investment from the City and the use of Type A sales tax proceeds; and,

Now, therefore, be it resolved, subject to the approval of the Wichita Falls City Council and the execution of subsequent agreements to memorialize and obligate funds provided hereunder in the form to be provided by the WFEDC, the parties agree as follows:

1. Definitions. As used in this Agreement, the following terms have the following meanings:

“Benefits” mean health insurance, including vision and dental, and a 401(K) plan.

“New Position” means a permanent, full-time, Company, benefit-eligible employee working at least thirty seven and one-half (37.5) hours per week at the Facility (full-time equivalent” or “FTE”) who receives full-time wages paid by Company for a period of at least six (6) months at the Facility. To be a New Position, an employee must represent an increase in the total, permanent level of employment at the Facility. Positions shall not be considered New Positions if they replaced occupants of New Positions or full-time positions from an earlier reduction in the number of full-time employees in Wichita County. New Positions must be

Primary Jobs. New Positions that involve employees working directly for Company will be given Benefits.

“Payroll Statement” means (i) a written statement setting forth the monthly, quarterly and annual (as applicable) payroll at the Facility and the amount of wages paid to each full-time position filled by an employee at the Facility, and (ii) such other documentation as reasonably determined to be necessary by the WFEDC to verify the number of New Positions created and continuing financial condition of the Company. Such other documentation that Company may be required to provide to the WFEDC shall include compiled income and expense statements for each quarter, balance sheets effective at the end of each quarter, and copies of the Company’s tax returns, income statements, state unemployment tax submissions, and federal unemployment tax submissions. The aforementioned documents may be redacted, modified, or summarized by Company as reasonably necessary to protect the privacy of individuals and prevent the disclosure of the Company’s confidential and/or proprietary information.

“Primary Job” means a primary job as defined in Texas Local Gov’t Code 501.002.

2. Incentives:

2.1. Cash for Jobs - WFEDC’s Total Maximum Obligation: \$463,000

2.1.1. Payment for New Positions - Subject to the WFEDC’s Total Maximum Obligation, the WFEDC will pay Company cash for each New Position employed by Company at Facility as illustrated by the table shown below. New Positions eligible to receive cash for jobs payment must be in existence for a minimum of six (6) months before payment will be rendered.

Wages to be Paid	Incentive Per Position	Jobs Created ¹	Incentive
\$11.50 to \$12.49 per hour	\$3,000	0	\$ -
\$12.50 to \$13.49 per hour	\$3,500	36	\$ 126,000
\$13.50 to \$14.49 per hour	\$4,000	0	\$ -
\$14.50 to \$15.49 per hour	\$5,000	18	\$ 90,000
\$15.50 to \$16.49 per hour	\$5,500	0	\$ -
\$16.50 to \$18.00 per hour	\$6,000	12	\$ 72,000
\$18.01+ per hour	\$7,000	25	\$ 175,000
		91	\$ 463,000

2.1.2. Each New Position, FTE, must be filled by one or more employees continuously during the time period for which funds are requested.

¹ The number of positions or full-time employees (“FTE”) in a specific wage category may vary materially as a result of operational needs and market fluctuations. The corresponding total incentive would vary accordingly; provided, however, in no event shall the cumulative incentive exceed \$463,000.

2.1.3. This incentive will only be available for New Positions, FTE's, that are initially filled by Company at the Facility at least six (6) months prior to **April 1, 2019**. Should Company not meet the full value of this incentive within the stated time frame, Company has the option to petition the WFEDC for additional time.

2.1.4. These funds received pursuant to this Section may be used for any business purpose in the Facility. Payments will be made after a presentation by Company has been made to the WFEDC evidencing the New Positions, FTE's, have been in place for at least 6 months. Applications for payment may only be made once every 6 months following start-up. The WFEDC intends to only pay for each New Position, FTE, one time. In no event will a position be reimbursable if it merely replaced a position that was earlier eliminated. Payment obligations will be subject to the obligation of Company to provide Payroll Statements to the WFEDC as required by the WFEDC.

2.1.5. The Cash for Jobs incentive available pursuant to this agreement shall not exceed the amount of the WFEDC's Total Maximum Obligation or \$463,000 as stated above.

3. General Conditions:

- 3.1. **Maintenance of Operations.** The WFEDC intends for any incentives to be used to ensure that Company continues to operate in the City. In addition to other repayment provisions herein, if Company reduces its employment by more than 50% in Facility or ceases operations in the City prior to twenty-four (24) months from the date of receipt of any incentives payment, Company shall, within sixty (60) days, repay the WFEDC the full amount of the applicable incentive paid by the WFEDC to Company.
- 3.2. **Use of Proceeds.** Company agrees to use all of the funds received from WFEDC pursuant to this Agreement for (or as reimbursement for) the "costs" (as that term is defined in Tex. Loc. Gov't Code Ann. § 501.152, as of the date of this Agreement) of this project related to the creation or retention of primary jobs as provided by Tex. Loc. Gov't Code Ann. § 501.101.
- 3.3. **Compliance with Tex. Gov't Code § 2264.001.** In accordance with Tex. Gov't Code §§ 2264.001 through 2264.101, Company does not and will not knowingly employ an undocumented worker during the term of this Agreement in violation of Texas or federal law. If, during the term of this Agreement, Company or a branch, division, or department of Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay the entire amount of the public subsidy with the addition of interest at the rate of 5% simple annual interest as required by Tex. Gov't Code § 2264.053, not later than the 120th day after the date the WFEDC notifies the business of the violation.

- 3.4. **Compliance with Tex. Gov't Code §§ 501.156 through 501.158.** The parties agree this Agreement complies with Tex. Loc. Gov't Code §§ 501.156 through 501.158, by: (1) being intended to benefit the WFEDC, (2) providing that default on this Agreement is enforceable as provided by Tex. Loc. Gov't Code § 501.157, in addition to retaining other enforcement remedies provided by Texas law, and (3) providing a schedule as stated in this Agreement for additional jobs and capital investment as consideration for direct incentives provided herein and providing for repayment obligations.
4. **No Waiver.** No delay or omission by WFEDC in exercising any right that may accrue to it pursuant to this Agreement will operate as a waiver of any other WFEDC right that may accrue pursuant hereto.
5. **Disputes.** In the event of a dispute, (1) neither party will be entitled to attorney's fees incurred or paid in the enforcement of any provision of this Agreement, regardless of any provision authorizing attorney's fees in Texas Local Gov't Code § 271.153(a)(3) or other statute, and (2) sole venue for any action based on this Agreement or promise ancillary thereto shall be in Wichita County, Texas.
6. The WFEDC shall not be the guarantor of Company's success, and shall not be liable for any failure to provide incentives not specifically set forth in this Agreement. Any representations by WFEDC, the City, or the **Wichita Falls Chamber of Commerce and Industry** ("Chamber") concerning the availability of incentives hereunder are subject to the approval of the governing bodies entrusted by law to issue said incentives. Company certifies the truth of the representations by its representatives to the WFEDC, the City, and the Chamber. Provided the WFEDC acts in good faith in fulfilling their respective obligations under this Agreement, Company agrees to release the WFEDC and the from any and all claims, suits, and actions for damages, costs, and expenses to persons or property (collectively "Claims") that may arise out of, or be occasioned by or from any act, error or omission of the WFEDC in the execution or performance of this Agreement. The aforementioned release does not encompass Claims attributable to the willful misconduct of the WFEDC.
7. **Term.** The Term of this Agreement shall be from its execution until the later of **April 1, 2019**, or one (1) year after the WFEDC's payment to the Company of the final incentive payment described in this Agreement.
8. **Default.** During the Term of this Agreement, Company shall promptly notify WFEDC if Company learns of the occurrence of: (i) any event which constitutes an Event of Default; or (ii) any legal, judicial or regulatory proceedings affecting Company and/or the Facility in which the amount involved is in excess of \$50,000 and is not covered by insurance.
9. **Indemnity.** Company shall indemnify, save and hold harmless WFEDC, the Chamber and the City and their respective officers, directors, employees, representatives and

agents (collectively, the "Indemnified Parties") from and against: (i) any and all claims, demands, actions, or causes of action that are asserted against any Indemnified Party by any person or entity if the claim, demand, action or cause of action directly or indirectly relates to a claim, demand, action, or cause of action attributable to the acts or omissions of Company, any affiliate of Company or any officer, employee or partner of Company; (ii) any and all claims, demands, actions or causes of action that are asserted against any Indemnified Party if the claim, demand, action or cause of action directly or indirectly relates to funds received by Company pursuant to this agreement, Company's use of the proceeds of funds received pursuant to this agreement or the relationship of Company and WFEDC pursuant to this agreement; and (iii) any and all liabilities, losses, costs or expenses (including attorneys' fees and disbursements) that any Indemnified Party suffers or incurs as a result of any of the foregoing; provided, however, that Company shall have no obligation pursuant to this provision to any Indemnified Party with respect to any of the foregoing arising out of the negligence or willful misconduct of such Indemnified Party. To the extent necessary to provide the Indemnified Parties full protection in accordance with the terms of this Section, the indemnity provisions set forth herein shall survive the termination of this Agreement for a period of two (2) years.

10. Events of Default. Each of the following events shall constitute an Event of Default under this Agreement:

- 10.1. The failure of Company to pay any payment due to the WFEDC pursuant to this Agreement or any other agreement between WFEDC and the Company when due and the continuation of such failure for a period of 10 days after written notice thereof from WFEDC; or
- 10.2. If any representation or warranty by Company set forth herein or in any certificate, report, request or other document furnished pursuant to this Agreement is incorrect in any material adverse respect as of the date when made; or
- 10.3. The failure of Company in its due observance and performance of any term, covenant or condition set forth in this Agreement or any other agreement between WFEDC and the Company, and the continuation of such failure for a period of thirty (30) days after written notice thereof from WFEDC; provided such default cannot reasonably be cured within such thirty (30) day period and Company shall have commenced to cure such default within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure such the same, such thirty (30) day period shall be extended for so long as it shall require Company in the exercise of due diligence to cure such default, being understood that no such extension shall be for more than one hundred and twenty (120) day (subject to WFEDC's further extension, in WFEDC's sole discretion) such period being hereinafter referred to as the "Notice Period"; or

- 10.4. If an involuntary case or other proceeding shall be commenced against Company that seeks liquidation, reorganization or other relief pursuant to any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or them or any substantial portion of its or their property, and if such involuntary case or other proceeding shall remain undismissed or unstayed for a period of sixty (60) days; or if a final non-appealable order for relief against Company shall be entered in any such case under the Federal Bankruptcy Code; or
- 10.5. If Company shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or if Company shall make a general assignment for the benefit of creditors or shall fail generally or shall admit in writing its inability to pay its debts as they become due; or
- 10.6. If Company shall fail within thirty (30) days to pay, bond or otherwise discharge any judgment or order for the payment of money in excess of \$50,000 that is not otherwise being satisfied in accordance with its terms and is not stayed on appeal or otherwise being appropriately contested in good faith; or
- 10.7. If there shall be a dissolution of Company or a cessation of business operations at the Facility; or
- 10.8. If the Company is determined by WFEDC to be continually or repeatedly violating a City ordinance or state law or regulation related to the operation of the Facility, after thirty (30) days written notice of such violation.
- 11. Remedies.** Following the occurrence of any Event of Default during the Term of this Agreement, the obligations of WFEDC to the Company shall terminate and the entire amount of the funds provided by WFEDC to the Company within one year prior to the default shall become immediately due and payable. Upon the occurrence of any Event of Default, WFEDC may by written notice to Company provide Company with 30 days to cure the Event of Default, and if Company fails to cure the Event of Default within the 30 day period: (i) declare the entire amount of any obligation to the WFEDC then outstanding, together with interest (if any) then accrued thereon, to be immediately due and payable to the WFEDC, and/or (ii) terminate all obligations of WFEDC to the Company unless and until WFEDC shall reinstate the same in writing; and/or (iii) reduce any claim to judgment; and/or (iv) exercise any and all rights and remedies allowed by law or equity .

12. **Further Approvals Required.** Any representations by WFEDC, the City or the Chamber (or any representatives of any of the foregoing) concerning the availability of incentives hereunder are subject to the approval of the governing bodies entrusted by law to issue said incentives.
13. This Agreement and said attachments, if any, may only be amended, supplemented, modified or canceled by a duly executed written instrument agreed to by both parties.
14. Company's maximum aggregate liability under this Agreement to WFEDC, the City, the Chamber, any third party, and/or any Indemnified Party identified in Section 9 shall not exceed the amount of funds provided to Company pursuant to this Agreement.
15. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged by the recipient thereof and confirmed by telephone by sender, (b) one (1) Business Day after having been deposited for overnight delivery with any reputable overnight courier service, or (c) three (3) Business Days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Company: Chuck Lyles, CEO
 GuideIT
 101 E Park Boulevard, Suite 951
 Plano, Texas 75074

With a copy to:

WFEDC: Wichita Falls Economic Development Corporation
 City of Wichita Falls, acting on behalf of the Wichita Falls
 Economic Development Corporation
 P.O. Box 1431
 Wichita Falls, TX 76307
 Attention: Chief Financial Officer

With a copy to:

or addressed as such party may from time to time designate by written notice to the other parties.

"Business Day" shall mean any day other than a Saturday, Sunday or any other day on which commercial banks in the State of Texas are not open for business.

Either party by notice to the other may designate additional or different addresses for subsequent notices or communications.

WICHITA FALLS ECONOMIC DEVELOPMENT CORPORATION

By: _____
Dick Bundy, President

GUIDEIT, LLC

By: _____
Chuck Lyles, CEO

4A Corporation Budget & Financial Statement						
2/19/2016						
	Prior	FY 14	Adopted	FY 15	Adopted	FY 16
	Budgets	Actual	FY 15	Actual	FY 16	Actual
			Budget		Budget	
Revenue						
Sales Taxes		\$ 3,732,923	\$ 3,798,949	\$ 3,733,901	\$ 3,722,651	\$ 961,431
Other Rents (ATCO Lease)		\$ 106,800	\$ 106,800	\$ 106,800	\$ 106,800	\$ 32,360
Reimbursements (WDS, Prop Tax, M Air)		\$ 649,096	\$ 29,750	\$ 36,904	\$ 29,750	\$ 20,910
Interest		\$ 5,114	\$ 5,000	\$ 9,556	\$ 8,000	\$ 10,146
Project Repayment (Travel Center)		\$ 81,327	\$ 81,327	\$ 81,327	\$ 81,327	\$ 33,886
Sale of Assets		\$ 367,430	\$ -			
Total Revenues		\$ 4,942,690	\$ 4,021,826	\$ 3,968,488	\$ 3,948,528	\$ 1,058,733
Completed / Closed Projects						
Cryovac (12/2014)	\$ 272,000	\$ 252,000				
PITF Community Promo - Phase 1	\$ 70,026	\$ 70,026				
PPG Reclaim Water Facilities	\$ 1,145,000	\$ 1,145,000				
Lone Star Milk Transport (06/2017)			\$ 310,364	\$ 310,364		
Cobra Kai Simulator Project			\$ 140,000	\$ 140,000		
Annual Programs						
Ad Valorem Tax		\$ 28,752	\$ 29,750	\$ 29,237	\$ 29,750	\$ 32,360
Professional Fees		\$ 9,599	\$ 30,000	\$ 5,702	\$ 30,000	\$ 20,047
CCI-Contract		\$ 381,905	\$ 405,742	\$ 384,588	\$ 428,091	\$ 208,046
Regional Marketing Taskforce		\$ 100,000	\$ 124,474	\$ 124,474	\$ 124,853	\$ 31,213
SMAC		\$ 100,000	\$ 100,000	\$ 100,000	\$ 140,000	\$ 70,000
Downtown WF Devlpmt, Inc.		\$ 75,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 50,000
Business Plan Contest (Lalani)		\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ -
Business Park Maintenance		\$ 79,216	\$ 99,023	\$ 86,023	\$ 102,202	\$ -
Water/Sewer Sanitation		\$ 2,675	\$ 7,500	\$ 4,195	\$ 4,500	\$ 1,694
Electricity		\$ 261	\$ 600	\$ 139	\$ 400	\$ 81
City Administrative Expense		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ -
WF Regional Airport Facilities (2033)		\$ 140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ -
Community Wide Marketing		\$ -	\$ 200,000	\$ 92,189	\$ 175,000	\$ 45,001
ED Strategic Planning		\$ -	\$ 20,000	\$ -	\$ 10,000	\$ -
Open Projects (Termination Date: MM/YYYY)						
Labor Market Study					\$ 20,000	\$ -
Best Practices Site Visits					\$ 15,000	\$ -
Wayfinding Project (Promotional)					\$ 225,000	\$ -
Excalibur Paint and Coatings (02/2017)	\$ 884,278	\$ -				
Arrow Manufacturing (01/2015)	\$ 178,250	\$ 70,000				
Tryer Process Equipmt 2012 (12/2014)	\$ 84,000	\$ -				
Hlth Care Svcs Corp (BCBS) (12/2018)	\$ 150,000					
Nocona Transport (3/2019)	\$ 192,000	\$ 24,000				
Eagle Rail Car Services (10/2020)	\$ 928,800	\$ 500,000		\$ 408,400		
Lone Star Milk Producers (01/2016)	\$ 116,000					\$ 77,876
Cryovac -- Printer Install (4/2016)	\$ 304,280					
Arrow MP Downhole Project	\$ 208,250			\$ 118,750		
Hunting Titan	\$ 185,500					
Safety Design USA (06/2018)			\$ 688,500			
Alcoa Water Treatment Project			\$ 1,200,000			
Sealed Air - Cryovac IP Water Reuse			\$ 300,000			
Eagle Rail Car -- Project II			\$ 928,800	\$ 500,000		
Pratt & Whitney Technology			\$ 1,815,000			
AMFUEL Project			\$ 2,010,750			\$ 464,500
City/SAFB Front Gate Project					\$ 1,250,000	\$ 1,250,000
GuidelT Project					\$ 463,000	
Total Expenditures		\$ 3,058,434	\$ 8,730,503	\$ 2,624,061	\$ 3,337,796	\$ 2,250,818
Revenues Less Expenses		\$ 1,884,256	\$ (4,708,677)	\$ 1,344,427	\$ 610,732	\$ (1,192,085)
Beginning Cash Balance		\$ 15,570,434	\$ 17,490,716	\$ 17,454,690	\$ 18,799,117	\$ 18,799,117
Ending Cash Balance		\$ 17,454,690	\$ 12,782,039	\$ 18,799,117	\$ 19,409,849	\$ 17,607,032
Reserved For Encumbrances		\$ 2,639,372	\$ 2,639,372	\$ 8,555,273	\$ 8,555,273	\$ 9,644,862
Unreserved Fund Balance		\$ 14,815,318	\$ 10,142,667	\$ 10,243,844	\$ 10,854,576	\$ 7,962,170

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution authorizing the execution of a Memorandum of Agreement between the City of Wichita Falls and the North Central Texas Medical Foundation, for the provision of medical services to the Wichita Falls-Wichita County Public Health District.

INITIATING DEPT: Health

COMMENTARY: The North Central Texas Medical Foundation has contracted with the City of Wichita Falls since 1988 for the provision of physician services as well as Medical Director and Health Authority. This agreement has a term of March 1, 2016 to September 30, 2017. The annual fee to be paid is \$110,200.

Under this contractual agreement, the Director of the Family Practice Residency program and a senior faculty member serve as Medical Director and Health Authority for the District.

The agreement is mutually beneficial in that it allows the Residency program an additional client base which enhances their learning environment and the Health District receives medical oversight and consultation for medical clinics held at the District. The Medical Director/Health Authority also assists with disease outbreaks and communicable disease control in the community.

Specifically, the agreement provides for medical direction of all clinical services and public health surveillance activities of the District (Exhibit "A") and for the requirements for Health Authority as set out in Section 121.022 of the TEXAS HEALTH AND SAFETY CODE (Exhibit "B").

☒ **Director of Health**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the execution of a Memorandum of Agreement between the City of Wichita Falls and the North Central Texas Medical Foundation, for the provision of medical services to the Wichita Falls-Wichita County Public Health District

WHEREAS, the Health District provides, a TB clinic, a sexually transmitted disease clinic, and an immunization clinic; and,

WHEREAS, the Health District and the North Central Texas Medical Foundation desire to enter into a contract for the provision of physicians to staff medical clinics; and,

WHEREAS, the Health District and the North Central Texas Medical Foundation desire to enter into a contract for the provision of Medical Director and Health Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

That certain Memorandum of Agreement, a copy of which is attached hereto, by and between the City of Wichita Falls and the North Central Texas Medical Foundation for the provision of medical services for the Wichita Falls-Wichita County Public Health District, is hereby approved, and the City Manager is authorized to execute said Agreement on behalf of the City of Wichita Falls.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk

MEMORANDUM OF AGREEMENT

This Agreement is made and entered by and between the North Central Texas Medical Foundation, hereinafter referred to as “Foundation,” and the City of Wichita Falls, Texas, a home rule municipal corporation, hereinafter referred to as “City,” and on behalf of the Wichita Falls-Wichita County Public Health District, hereinafter referred to as “District” to be effective upon approval of the Wichita Falls City Council and subsequent execution by the Wichita Falls City Manager or his designee.

W I T N E S S E T H :

WHEREAS, the District recognizes the need to retain professional medical services to meet the needs of programs identified in Exhibit “A” and incorporated herein; and

WHEREAS, the District needs the assurance of an established continuous source for the provision of health care to meet the aforementioned needs of the District; and

WHEREAS, the Foundation currently operates the Family Practice Residency Program (hereinafter referred to as “Residency”) which can provide the medical care to meet the aforementioned health care needs; and

WHEREAS, the Foundation is a non-profit corporation which is certified by the State Board of Medical Examiners to engage in the practice of medicine; and

WHEREAS, the faculty physicians of the Residency (herein “Faculty Physicians”) are competent physicians legally qualified to practice medicine under the laws of the State of Texas; and

WHEREAS, the resident physicians of the Residency (herein “Resident Physicians”) are legally qualified to practice medicine under the laws of the State of Texas under the direct supervision of the Faculty Physicians of the Residency; and

WHEREAS, the Residency agrees to provide the required Faculty Physician supervision for all Resident Physicians when performing the duties established in the Agreement; and

WHEREAS, Ahmed A. Mattar, M.D., Director of the Residency and also Faculty Physician, was previously appointed as Medical Director and Arthur J. Szczerba, M.D., Faculty Physician, was previously appointed as Associate Medical Director; and

WHEREAS, the Local Public Health Reorganization Act, Chapter 121 Health and Safety Code, and Texas Board of Health Rule, 25 Tex. Admin. Code §85.12, require the appointment and service of a Health Authority; and

WHEREAS, the District recognizes the need to retain professional services to meet the requirements for Health Authority as described in Exhibit “B” and incorporated herein; and

WHEREAS, Ahmed A. Mattar M.D., was previously appointed as Health Authority and Arthur J. Szczerba, M.D. was previously appointed as Associate Health Authority for the District and said Faculty Physicians meet the requirements of Section 121.022 of the TEXAS HEALTH AND SAFETY CODE and are willing to render professional services for the District as provided herein.

NOW, THEREFORE, City hereby engages the services of the Residency, and in consideration of the mutual promises herein contained, the parties agree as follows:

I. SCOPE OF WORK

The scope of work and responsibilities and requirements are included but are not limited to those set out in Exhibits “A” and “B” attached hereto and made a part hereof for all purposes, which are intended as guidelines and may be amended by mutual agreement.

II. TERM

The term of this Agreement shall be an 18 month period beginning on March 1, 2016 and ending on September 30, 2017. This Agreement may be terminated by City as provided herein.

III. MEDICAL DIRECTOR

3.01 Medical Director. Ahmed A. Mattar, M.D., will serve as Medical Director and Arthur J. Szczerba, M.D. as Associate Medical Director for the District providing medical direction and quality control of medical services for the District Director and staff including but not limited to those services set forth in Exhibit “A”. The Medical Director is responsible to the District Director and will work in cooperation with the District Director.

3.02 Health Authority. Ahmed A. Mattar M.D., has been appointed as Health Authority and Arthur J. Szczerba, M.D., as Associate Health Authority and will serve the District by carrying out the duties as included but not limited to those set out in Exhibit “B”. Health Authority is responsible to the District Director and will work in cooperation with the

District Director and will provide assistance in ensuring adherence to state and local laws relating to public health. Health Authority will perform all duties of a Health Authority as provided by law and has taken and subscribed to the official Health Authority oath and filed a copy of the oath and appointment with the Texas Board of Health as required by Chapter 121 of the Health and Safety Code and according to Article I of this agreement.

IV. COMPENSATION/OWNERSHIP OF DOCUMENTS

4.01 Compensation. In consideration for the services to be rendered under this Agreement, including all expenses, the Foundation shall be paid a fee not to exceed \$9,183.33 per month. It is agreed by the Foundation, the City and the District that in consideration of the aforementioned monthly stipend, the Foundation shall conduct on a weekly basis a Tuberculosis Clinic as a part of the services to be rendered pursuant to this agreement of the parties, and that the Tuberculosis Clinic shall be conducted at no additional cost to the City or the District. Foundation may invoice City on a monthly basis. Such invoices shall be itemized to show services performed, expenses and corresponding charges.

Foundation shall keep accurate records of its services and expenses incurred in the performance of this Agreement and shall make the same available to City and/or District for inspection and copying upon five (5) days notice thereof. These records shall be kept by Foundation for four (4) years following the expiration of this Agreement. The Foundation shall furnish to the District an itemized report of annual expenditures no later than the thirtieth (30th) day following the expiration of each fiscal year for which services are provided under this Agreement.

4.02 Fiscal Funding. Foundation and City recognize that the continuation of any Agreement after the close of any given fiscal year of the City of Wichita Falls, which fiscal year ends on September 30 of each year, shall be subject to Wichita Falls City Council approval. In the event the Wichita Falls City Council does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder.

4.03 Maximum Compensation upon Termination by City or Professional. In the event of termination by City, with or without cause, and subject to the terms of §3.02 herein, the Foundation shall be compensated only for actual expenses and fees incurred by Foundation in providing those services acceptable to District, which are within the scope of work under this Agreement to date of notice of termination. Expenses do not include overhead such as utilities, rent, insurance, *etc.*, and shall not exceed the total amount due under this Agreement.

4.04 Ownership of Documents. All client or patient records created as a result of the District's services shall be the property of the District. Notwithstanding any provision herein to the contrary, if requested by the Residency, the District may, in its sole discretion,

share certain patient information with the Residency. However, the District shall first obtain a release of medical information from the client, patient, or someone authorized to act on his or her behalf, permitting the transfer of information to the Residency.

4.05 Examination of Books and Records. The Foundation agrees that the District, the Texas Department of Health and the federal government shall have the right to examine the books, records and accounts of the Foundation at a time mutually convenient to both parties to the extent that they relate to transactions affecting the Foundation's compensation as set forth in this agreement. Any questions or deficiencies identified by the District in the Foundation's records will be conveyed in writing to the Foundation. The Foundation will resolve the questions or deficiencies in writing to the District within thirty (30) days of receipt of a question or deficiencies. A determination by the District of either an inadequate or inappropriate resolution of the questions or deficiencies may result in the withholding of funds, suspension or cancellation of this Agreement. Any such withholding of funds or suspension will remain in effect until the findings are properly remedied as determined by the District. The right to examine the Foundation's books as they relate to this Agreement shall survive termination of this Agreement.

V.

SUCCESSORS AND ASSIGNS/AGENTS OR ASSISTANTS

5.01 Successors and Assigns. City and Foundation each bind themselves, their successors, executors, administrators and assigns to the other party to this Agreement. Neither City nor Foundation will assign, sublet, subcontract or transfer any interest in this Agreement without the written consent of the other party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of City. Subject to the provision regarding assignment, this Agreement shall be binding on the administrators, legal representatives, successors, and assigns of the respective parties.

5.02 Use of Agents, Servants, Employees or Independent Contractors. Subject to the foregoing, to the extent reasonably necessary for the Foundation to perform its duties hereunder, Foundation may engage, at the sole expense of the Foundation, the services of any agents, servants, employees or independent contractors which it may deem proper, and it may further employ, engage, or retain the services of such other persons or corporations to aid or assist it in the proper performance of its duties. Foundation shall be compensated only for actual expenses and fees for supplies and materials incurred by Foundation in providing services to the City that are within the scope of work under this Agreement. The cost of the services of such agents, servants, employees or independent contractors shall be borne by Foundation at its sole cost and expense. Foundation further agrees that the subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve Foundation from its full obligations to City as provided by this Agreement, regardless of whether such subletting is agreed to by City.

All out-of-pocket expenses are to be borne by the Foundation, with exception for materials set forth in Exhibit "A" attached.

It is expressly understood and agreed that any agent, servant, employee, or independent contractor retained or employed by Foundation is the agent, servant, or other employee of independent contractor of Foundation and that Foundation shall be solely responsible for the acts and omissions of such person or entity to the exclusion of the City. It is expressly agreed that City has no right of control over any agent, servant, employee or independent contractor.

VI. FACILITIES

Facilities. Foundation shall be responsible for providing all necessary facilities, personnel, equipment, materials or other items necessary to perform the services required of it hereunder; provided, however, City shall cooperate with Foundation by providing space it has available for meetings, medical evaluation and treatment, and administrative space as mutually agreed.

VII. INSURANCE AND CERTIFICATES OF INSURANCE

Foundation shall obtain, at its own expense, Professional Errors and Omissions insurance, which will pay for injuries arising out of errors or omissions in the rendering, or failure to render, professional services under the Agreement, for the term of the Agreement and up to two years after the Agreement is terminated, with limits of \$200,000/\$600,000 per occurrence/aggregate for non-residents and limits of \$100,000/\$300,000 for residents. Foundation shall not start work under this Agreement until Foundation has obtained at its own expense all of the insurance required hereunder, and such insurance has been approved by the City Manager. Any subcontractor of the Foundation shall be required to carry the same insurance as the Foundation. To establish procurement of Professional Errors and Omissions insurance, Foundation shall not work under this Agreement until (1) it has furnished to the City a Certificate of Insurance for each physician providing medical services pursuant to the provisions of this Agreement, and (2) the insurance has been approved by the City Manager of the City of Wichita Falls. It is the express duty of the Foundation to notify the City Manager of any change in the Professional Errors and Omissions insurance coverage affecting any physician providing medical services pursuant to the provisions of this Agreement. Such notice shall be in writing and furnished to the City Manager, City of Wichita Falls, Texas, P.O. Box 1431, Wichita Falls, Texas 76307, within five (5) business days of the Foundation's receipt of notice of change.

VIII. INDEMNIFICATION

Foundation does hereby covenant and agree to waive all claims, release, indemnify, defend and hold harmless the City and the District and all of their officials, officers, agents, employees, volunteers and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by reason of injury to or death or debt of any person, or for loss of, damage to or loss of use of any property arising, directly or indirectly, out of Foundation's services in accordance with the Agreement; and such indemnity will apply whether the claims, suits, losses, damages, causes of action or liability, arise in whole or in part from the negligence of Foundation or any of its officers, officials, agents, employees or invitees, whether such negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence.

The City and the District shall be responsible for the negligence of their respective employees in the performance of their duties under the provisions of this Agreement.

IX. INDEPENDENT CONTRACTOR

Foundation covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Foundation shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of *respondeat superior* shall not apply as between City and Foundation, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Foundation.

X. TERMINATION

10.01 Option. City may, at its option, without cause, and without prejudice to any other remedy it may be entitled to at law, in equity, or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part, by giving at least thirty (30) days prior written notice thereof to Foundation with the understanding that all services being provided by Foundation shall cease upon the date such notice is received.

10.02 Cause. City reserves the right to terminate this Agreement immediately upon breach of any term or provision of this Agreement by Foundation; or if at any time during the term of this Agreement, Foundation shall fail to commence the work in accordance with the provisions of the Agreement or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement, or fail to use

an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this Agreement, then City shall have the right, if Foundation shall not cure any such default after thirty (30) days written notice thereof, to terminate this Agreement and complete the work in any manner it deems desirable, including engaging the services of other parties therefore. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

10.03 Costs. If after exercising any remedy provided herein, the cost to City of the performance of the balance of the work is in excess of that part of the Agreement sum that has not therefore been paid to professional hereunder, Foundation shall be liable for and shall reimburse City for such excess.

XI. EQUAL OPPORTUNITIES

Foundation shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin or place of birth. Foundation shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, disability, ancestry, national origin or place of birth. This action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XII. APPLICABLE LAW

Foundation shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect Foundation or the work, and shall indemnify and save harmless City against any claim arising from the violation of any such laws, ordinances and regulations whether by Foundation or its employees. If Foundation observes that the work is at variance therewith, Foundation shall promptly notify City in writing. If Foundation performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to City, Foundation shall bear all costs arising therefrom.

XIII. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decision shall not affect the remaining portions of the Agreement.

XIV.
NON-WAIVER

It is expressly understood and agreed that, in the execution of this Agreement, City does not waive nor shall City be deemed hereto to have waived any immunity or defense that would otherwise be available to it. It is further agreed that one or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XV.
DRUG-FREE WORKPLACE

The Foundation, its agents, servants, and employees shall be subject to the drug-free workplace requirements as set forth in Exhibit "C."

XVI.
SMOKE-FREE ENVIRONMENT

The Foundation shall at all times prohibit the use of tobacco products, whether smoking or smokeless, within any and all space occupied or used by the Foundation pursuant to this Agreement.

XVII.
PARAGRAPH HEADINGS

The descriptive headings of the several Articles, Sections and Paragraphs contained in this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof.

XVIII.
ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding. The parties agree that this Agreement and its attachments constitute the entire understanding of the parties.

XIX.
Breach of Obligation

This Agreement is entire as to all of the services to be rendered under it. Breach of any obligation to be performed shall constitute a breach of the entire Agreement and shall give the non-breaching party the right to terminate this Agreement.

XX.
GOVERNING LAW/VENUE

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The parties agree that it is performable in Wichita County, Texas, and that exclusive venue shall be in Wichita County, Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

Foundation

Date: _____

By: _____
David M. Whittiker Chair
North Central Texas Medical Foundation

Date: _____

By: _____
Ahmed A. Mattar, M.D.

Date: _____

By: _____
Arthur J. Szczerba, M.D.

City of Wichita Falls, Texas

Date: _____

By: _____
Darron J. Leiker, City Manager
P. O. Box 1431
Wichita Falls, Texas 76307

Approved as to Form:

R. Kinley Heggland, Jr., City Attorney

EXHIBIT “A”

MEDICAL DIRECTOR

Tuberculosis Clinic

Contractor Responsibilities

- Conduct weekly TB clinic (average time required in clinic per week four (4) hours)
- Admit patients to service
- Physical examination of patients
- Review chest x-rays
- Review lab reports
- Issue medical orders for treatment, diagnostic testing and referral if necessary
- Chart review on enrolled patients
- Review and approve District protocols and policies annually
- Phone consultation between clinics concerning urgent lab reports and medication reactions
- Participate in annual Quality Assurance review

Health District Responsibilities:

- Supply adequate staff, equipment and supplies to maintain clinical and surveillance activities
- Administer and read TB skin test according to established protocols
- Perform contact investigation and follow up for each identified case
- Prepare charts for clinics to ensure all labs and needed x-rays are ready for physician review
- Prepare clients for physician including initial interview, obtain vital signs, height weight and vision screen
- Perform all lab draws
- Monitor all DOT clients for signs and symptoms of medication reaction or toxicity
- Client education concerning disease process and medication
- Provide translators for non-English speaking clients
- Provide TB medications and vitamins through state program
- Conduct annual Quality Assurance review

Sexually Transmitted Disease Clinic

Contractor Responsibilities

- Medical management of patients referred by PHN
- Review lab results (Includes both in-office and phone consultations)
- Chart review (Physician must review all client records)
- Perform cryotherapy for treatment of condyloma
- Phone consult on all syphilis cases, any deviation from normal protocol and any child under the age of 14

- Review and approve District protocols and policies annually
- Participate in annual Quality Assurance review

Health District Responsibilities

- Supply adequate staff, equipment and supplies to manage STD clinic
- Perform exams according to approved protocols for all patients and consult with physician when medically appropriate
- Perform all lab draws
- Educate client concerning high-risk behaviors, disease process, treatment and medications
- Provide translators for non-English speaking clients
- Ensure appropriate space for physician to review charts
- Conduct annual Quality Assurance review

Immunization Clinic

Contractor Responsibilities

- Phone consults for unusual circumstances and variance reports
- Review and approve District protocols and policies annually
- Participate in annual Quality Assurance review

Health District Responsibilities

- Provide education to all clients receiving immunization
- Consult with physician regarding any protocol variance or untoward incident related to vaccine administration
- Insure proper consent is received for immunizations
- Insure Immunizations are given according to policy and procedure
- Conduct annual Quality Assurance review

Laboratory

Contractor Responsibilities

- For purposes of CLIA certification, the Medical Director also serves as “Medical Director” of the Laboratory. The District contracts with a pathologist who serves as “Laboratory Consultant.” The Laboratory Consultant is responsible for Laboratory QA activities.

Pharmacy

Contractor Responsibilities

- Serves as member of Therapeutics Committee
- Annual formulary review

EXHIBIT “B”

HEALTH AUTHORITY

The Foundation shall comply with the provisions of V.T.C.A., Health and Safety Code §121.024 and as it may be amended from time to time, which at the time of the execution of this Agreement provides:

§121.024 Duties

(a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

- (1) necessary to implement and enforce a law to protect the public health; or
- (2) prescribed by the board.

(c) The duties of a health authority include:

- (1) establishing, maintaining, and enforcing quarantine in the health authority’s jurisdiction;
- (2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority’s jurisdiction;
- (3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority’s jurisdiction to the board in the manner and at the times prescribed by the board;
- (4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and
- (5) aiding the board in the enforcement of the following in the health authority’s jurisdiction:
 - (A) proper rules, requirements, and ordinances;
 - (B) sanitation laws;
 - (C) quarantine rules; and
 - (D) vital statistics collections.

In addition to the foregoing, Ahmed A. Mattar, M.D., the Health Authority, or, Arthur J. Szczerba, M.D., shall be available twenty-four hours a day, seven days a week, to any emergency personnel who may be exposed to a contagious disease while performing his or her duty, to make a determination as to whether mandatory testing for a contagious disease should be initiated.

EXHIBIT “C”

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. The Foundation certifies that it will provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the Foundation’s workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Foundation’s policy of maintaining a drug-free workplace;
 - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a).
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
 - (e) Notifying the District within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction.
 - (f) Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or

- (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency.
 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2. The Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by the Contractor are provided on an accompanying list.

Name of Contractor: Ahmed A. Mattar, M.D.
Arthur J. Szczerba, M.D.
North Central Texas Medical Foundation

Street of Address: 1301 Third Street
City: Wichita Falls
County: Wichita
State: Texas
Zip Code: 76301

Signed by: _____
Ahmed A. Mattar, M.D. Date _____

Signed by: _____
Arthur J. Szczerba, M.D. Date _____

CITY COUNCIL AGENDA
March 1, 2016

ITEM/SUBJECT: Resolution authorizing the purchase 64 computer workstations from Technology Assets, LLC dba Global Assets and 64 Microsoft Office Licenses from SHI/Government Solutions, Inc. in the amount of \$63,844.00.

INITIATING DEPT: Information Technology

COMMENTARY: The 2015-2016 Budget included \$121,500 to replace 135 computer workstations for the City. The new workstations will be put into service over the next several months. The workstations that we are replacing have been in service for 5 years or longer. This purchase is our large standard computer order for the year. Our annual computer replacements are down this year because over the last 2 years other projects have resulted in increased annual replacements. The Information Technology Staff solicited proposals from vendors on the State Department of Information Resources (DIR) list for the purchase of this equipment. Three responses from DIR Vendors were received:

<u>Company</u>	<u>Price</u>
Global Asset (HP)	\$39,744.00
CDWG (Lenovo)	\$43,136.00
Dell	\$55,271.04
SHI (MS Office 2013 Standard)	<u>\$24,100.00</u>
Total -	\$63,844.00

It is recommended that the City Council authorize the purchase of 64 computer workstations from Global On-Line Computers, Inc. and 64 Microsoft Office Licenses from SHI Government Solutions, Inc. in the amount of \$63,844.00.

☒ **Deputy City Manager** ☒ **Director of Information Technology and Facilities**

ASSOCIATED INFORMATION: Resolution

☒ **Budget Office Review**

☒ **City Attorney Review**

☒ **City Manager Approval**

Resolution No. _____

Resolution authorizing the purchase 64 computer workstations from Technology Assets, LLC dba Global Assets and 64 Microsoft Office Licenses from SHI/Government Solutions, Inc. in the amount of \$63,844.00

WHEREAS, the City's 2015-16 budget includes funds to replace 135 computer workstations that are in excess of 5 years old; and,

WHEREAS, these computers are no longer supported by warranty; and,

WHEREAS, Bids were received from various State DIR Vendors for the purchase of these computers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA FALLS, TEXAS, THAT:

The purchase of 64 computer workstations from Technology Assets, LLC and 64 Microsoft Office Licenses from SHI/Government Solutions, Inc. in the amount of \$63,844.00 is hereby approved.

PASSED AND APPROVED this the 1st day of March, 2016.

MAYOR

ATTEST:

City Clerk